

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT

FISCAL YEAR	2012	2013	2014	2015	2016
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	_____	_____	_____	_____	_____
EXTERNAL REVENUES	<u>\$5,000</u>	<u>\$5,000</u>	<u>\$5,000</u>	<u>\$5,000</u>	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
IN-KIND MATCH (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$5,000</u>	<u>\$5,000</u>	<u>\$5,000</u>	<u>\$5,000</u>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

IS ITEM IN ADOPTED BUDGET? YES X NO _____

BUDGET ACCOUNT NO: FUND 0001 AGENCY 767 ORG 7607 OBJECT _____

B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:

The fiscal impact from this contract will be \$5,000 of revenue to the County per year.

C. DEPARTMENTAL FISCAL REVIEW: Sub 7/17/12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract development and Control Comments:

[Signature] 7/18/2012
 OFMB
 7/17/12
 cc abw 7/17

[Signature] 7/19/12
 Contract Development & Control
 7-19-12 B. Blacklock

B. LEGAL SUFFICIENCY:

[Signature] 7/19/12
 Assistant County Attorney

C. OTHER DEPARTMENT REVIEW:

This summary is not to be used as a basis for payment.

**CONTRACT FOR
MISDEMEANOR PROBATION SERVICES
(Contract No. 800108/LJ)**

This Contract No. 800108/LJ is made as of this _____ day of _____, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Professional Probation Services, Inc., 1770 Indian Trail Road, Suite 350, Norcross, GA 30093, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide misdemeanor probation services for offenders sentenced to a period of misdemeanor probation or for offenders assigned to pretrial intervention to the Criminal Justice Commission Department, in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's submittal dated November 28, 2011, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liason during the performance of this Contract shall be Michael Rodriguez, Executive Director, Criminal Justice Commission, telephone number (561) 355-2314 or designee.

The CONTRACTOR's representative/liason during the performance of this Contract shall be Clay Cox, CEO, Professional Probation Services, Inc., telephone number (678) 218-4100.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits; (2) the provisions of RFS No. 800108/LJ and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's submittal dated November 28, 2011, and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on September 4, 2012, and complete all services by September 3, 2015 with two (2) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A

ARTICLE 4 - PAYMENTS TO COUNTY

The CONTRACTOR shall pay to the COUNTY the amount of Five Thousand Dollars (\$5,000.00) per year for each Contract year, including renewals. The CONTRACTOR shall make equal payments of Two Thousand Five Hundred Dollars (\$2,500.00) before the end of the last workday of each six (6) month period of the Contract.

ARTICLE 5 – THEFT AND FRAUD FIDELITY BOND

The CONTRACTOR shall furnish, to the County, an Employee Theft and Fraud Fidelity Bond in the amount of **\$100,000.00**, prior to the commencement of work, and shall keep in full force and effect during the entire term of the Contract or until financial obligations are satisfied, whichever comes first.

ARTICLE 6 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY, in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR, or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractor's) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR's employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274, as amended. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the

CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
2. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
3. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONTRACTOR understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

4. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
5. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
6. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
7. The CONTRACTOR understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.

8. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

Certification

Only those firms certified as a small business enterprise by Palm Beach County at the time of project opening shall be counted toward the established SBE project goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the Pre-Qualified CONTRACTOR to confirm the certification of any proposed SBE; therefore, it is recommended that CONTRACTOR(s) visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Decertification

As part of the consideration for award under the SBE Ordinance, any CONTRACTOR decertified by Palm Beach County shall be considered non-responsive to the SBE requirements.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa A. Juliano, Senior Buyer.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of

any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

- F. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 13 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify, and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys's fees and costs, whether at trial or appellate levels or otherwise,

arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 15 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in

conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 18 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 24 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Michael Rodriguez, Executive Director
Criminal Justice Commission
301 N. Olive Ave., 10th Floor
West Palm Beach, FL 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Debra K. Osteen, President
Professional Probation Services, Inc.
367 S. Gulph Road
King of Prussia, PA 19406

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

ARTICLE 30 – REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 31 – TRANSITION OF MISDEMEANOR PROBATION SERVICES

The CONTRACTOR shall work with the current misdemeanor probation service provider for a sixty (60) day period to provide for the complete transition of services. During this period, the highest priority will be given to existing probation and pre-trial clients so that they are aware of the change in provider and have specific instructions so that they are able to comply with their court ordered sanction. This includes getting directions to new office locations or contact names of newly assigned probation officers for reporting purposes.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and Professional Probation Services, Inc. has hereunto set its hand the day and year above written.

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COMMISSIONERS

CONTRACTOR

BY: _____
Shelley Vana, Chair

Professional Probation Services, Inc.
Company Name

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
Signature

BY: _____
Deputy Clerk

Debra K. Osteen
Typed Name

President
Title

CORPORATE SEAL

ATTEST WITNESS:
BY: _____
Print Name

Signature

BY: _____
Print Name

Signature

APPROVED AS TO TERMS
AND CONDITIONS:

BY: _____
Michael L. Rodriguez
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 800108/LJ

1. PURPOSE OF THE PROJECT

CONTRACTOR shall administer all aspects of the misdemeanor probation services/program in Palm Beach County for offenders sentenced to a period of misdemeanor probation or for offenders assigned to pretrial intervention.

2. GENERAL REQUIREMENTS

The CONTRACTOR shall:

- A. Provide all management, supervision, probation officers, intake officers, clerks, and other personnel necessary to responsibly supervise all persons placed on misdemeanor probation or pretrial intervention by the County Court and to comply with the provisions of this Contract and State law.
- B. Provide all equipment, supplies, office space, and other items/materials required to professionally maintain the misdemeanor probation program.
- C. Maintain case files in hardcopy and electronic format as part of a computerized case management system in order to effectively monitor cases, offenders, and probation staff and to assist with the annual audit completed by the Probation Advisory Board.
- D. Maintain at least three (3) offices within Palm Beach County to ensure efficient service to their clientele. One office shall be maintained in the West Palm Beach area, one in the Delray Beach area, and one in the Belle Glade area. In addition, the COUNTY shall review CONTRACTOR's caseload annually to determine whether adjustments to coverage are required to meet the needs of offenders residing in those areas. All adjustments to coverage must be approved by the Probation Advisory Board and Criminal Justice Commission.
- E. Have flexible hours of operation that accommodate immediate intake interviews referred to CONTRACTOR by the Court and the State Attorney's Office. These hours should consider probation clients' ability to maintain gainful employment and/or work responsibilities. Furthermore, CONTRACTOR shall maintain the following hours of operation: three (3) extended hours per week for reporting, where offices are opened past 5:00PM during the work week (Monday – Friday) and/or on Saturday.
- F. Establish intake, orientation, supervision, staffing, pretrial intervention supervision requirements, pre-sentence investigation reporting, and case load requirements as noted below.

3. PRE-SENTENCE INVESTIGATION REPORTING

The sentencing judge may from time to time request CONTRACTOR to prepare a pre-sentence investigation report on an individual prior to sentencing. Upon such request, CONTRACTOR shall make the report, in writing, at the time specified by the Court. The report shall include, but not be limited to, the following:

- A. Defendant's identification including aliases (AKAs), sex, race, date of birth, social security number, address, telephone number, marital status, driver's license number, and any other information deemed appropriate by the Court.
- B. Complete description of the situation surrounding the criminal activity for which the defendant has been charged.
- C. Social history to include education, employment, family relationship, marital status, residence, and financial status.
- D. Prior criminal history via defendant's statement and records check. Note: National Crime Information Center/Florida Crime Information Center (NCIC/FCIC) may be requested from the State Attorney by the judge.
- E. A recommendation as to disposition by the Court. CONTRACTOR shall give a rationale for the recommendation.

4.4 INTAKE REQUIREMENTS

CONTRACTOR shall conduct intake interviews of probationers as follows:

Intake interviews shall take place at the Main Courthouse, North County Courthouse, South County Courthouse, Belle Glade Courthouse, and the jail courtroom on Gun Club Road. To the extent possible, the Probation Advisory Board (PAB) of Palm Beach County will assist CONTRACTOR in identifying and securing interview space within each Courthouse and the jail.

- A. Intake interviews shall be conducted by a probation officer or an intake officer. Immediately following sentencing, or as ordered by the sentencing court, the probation officer or intake officer will instruct the probationer on the conditions of supervision and the probationer will be directed to report to the probation office on a specified date and time to commence their monthly reporting.
- B. For mail in clients, CONTRACTOR shall instruct the client of the conditions of probation or pretrial intervention program by whatever means are available, either in person or by mail recognizing that some cases are resolved in absentia or for out of county/state clients. However, the preferred method remains in person immediately following sentencing.
- C. The probation officer or intake officer will schedule an initial appointment with an assigned probation officer and offender. The preparation of a probation or pretrial intervention client case file, the collection of cursory

information and setting up the initial appointment may be conducted by a probation officer or an intake officer before or after the intake interview.

- D. Probation officers will review the conditions of probation or pretrial intervention during the initial appointment or first face to face visit between the client and probation officer.
- E. When the court places an offender on misdemeanor probation pursuant to Florida Statutes Chapter(s) 948.01 and 948.15, CONTRACTOR must conduct a search of the probationer's name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under Florida Statutes Chapter 943.04352. The CONTRACTOR may conduct the search using the internet site maintained by the Department of Law Enforcement (FDLE).
- F. The initial appointment shall occur within fourteen (14) days after the intake interview is completed.

4.5 INITIAL APPOINTMENT (ORIENTATION)

CONTRACTOR shall conduct initial appointment interviews of probationers as follows:

Initial appointment interviews must be conducted by a probation officer who will be responsible for monitoring the probationer. The initial appointment interview will primarily enable the probation officer and the probationer to become acquainted with one another. It will consist of a detailed instruction of the conditions of probation, discussion of personal history characteristics, and determination of a supervision plan.

The probation officer or intake officer shall complete the following tasks as part of the initial appointment interview:

- A. Verify the accuracy and completeness of the information collected during the intake interview and documented in the case file.
- B. Document additional personal information.
- C. Document current offenses.
- D. Document prior arrest history.
- E. Document current employment status.
- F. If applicable, document current employer's name and location.
- G. Administer a risk/need assessment to determine whether the offender requires further assistance that has not already been identified by the sentencing court. The contents of the risk/need assessment form must be approved by the PAB. Probation and pretrial intervention clients must complete the risk/need assessment form.
- H. Discuss all financial obligations of probationer, including but not limited to, reviewing probationer's income and expenditures, and establishing a

budget and payment plan to ensure compliance with court-ordered fines, restitution, etc.

- I. Discuss and establish a plan to complete community service hours if this is a designated condition of probation. The plan shall include a referral to a community service program agency and provide for completion of all the mandated hours at least two (2) weeks prior to expiration of the term of probation.
- J. Provide a referral for drug, alcohol, and mental health evaluation and/or treatment, and job service referral, if necessary. Referrals of any type, whether court ordered or not will be documented and enclosed in the probationer's case file.

4.6 SUPERVISION CLASSIFICATION

CONTRACTOR shall supervise each offender based on the assigned level of supervision or classification assigned by the sentencing court as noted below under each supervision requirement.

MAXIMUM SUPERVISION – the CONTRACTOR shall perform/require and document the following for a probationer in this class:

- a. A minimum of one (1) monthly field contact (residential and/or employment location) by the officer supervising the case;
- b. A monthly reporting by probationer to the officer supervising the case. Probationer shall submit a written, monthly report;
- c. Enforce special conditions as required by the sentencing court; and
- d. Ensure the probationer is in compliance with standard conditions of probation as specified in Florida Statutes Chapter 948.03.

STANDARD (MINIMUM) SUPERVISION – a probationer is in this class unless classified as maximum, mail-in, or administrative class. The CONTRACTOR shall perform/require and document all the items listed for maximum supervision above except for item a.

MAIL IN SUPERVISION – the CONTRACTOR shall provide the conditions of probation for this class at the intake interview, eliminating the need for an initial appointment. The CONTRACTOR shall perform/require and document the following for a probationer in this class:

- a. Report to CONTRACTOR by mail once per month, or as ordered by the Court. The offender will complete the monthly report to demonstrate that they are in full compliance with their court ordered conditions. Completed monthly reports must be reviewed by a probation officer or intake officer.
- b. A case may be considered eligible for mail in supervision if the probationer resides in another state or county (Interstate Compact Rules must be followed) or if the Court has issued a specific order directing the case to be a mail in supervision case. Additionally, there are instances when a standard supervision case may be reclassified as mail in following successful

completion of special conditions and a specified portion of the probation period. In the event that a probation case has been reclassified to mail in status, the probationer is no longer required to personally report to the probation office. However, the probationer must remain in full compliance with the conditions of probation and continue to submit a written monthly report.

- c. The following criteria are to be utilized for reclassifying a probation case from standard to mail in:
1. The probationer has derived the maximum benefit from standard supervision and has complied with specified conditions of probation; and,
 2. The probationer completed a minimum of three months (90 days) of a minimum supervision classification; or
 3. The Court has ordered mail in probation.

ADMINISTRATIVE SUPERVISION – This class is a form of non-contact or non-reporting probation. Probationers in this class are typically sentenced to a period of supervision between 30 to 60 days. They are also required to pay all court ordered costs, and cost of supervision, and complete all court ordered conditions associated with their sentence.

The CONTRACTOR shall perform/require and document the following for a probationer in this class:

- a. Conduct an intake interview to explain in detail their conditions of probation. CONTRACTOR shall prepare a case file.
- b. Enforce special conditions of probation as required by the sentencing court.
- c. Ensure compliance with standard conditions of probation as specified in Florida Statutes Chapter 948.03.
- d. Conduct all of the necessary background checks as set forth in Section 4.4, INTAKE REQUIREMENTS above.
- e. Conduct a criminal records check halfway through the probationary period to ensure no new arrest has occurred.

PRETRIAL INTERVENTION SUPERVISION A probationer in this class shall generally meet the criteria for standard or mail-in supervision as determined in the deferred prosecution agreement when referred by the State Attorney's Office.

The length of time, costs, and conditions of the deferral shall be contained in the agreement. CONTRACTOR shall ensure that violations of the agreement are reported to the State Attorney's office.

VIOLATION OF SUPERVISION

CONTRACTOR shall report all violations of the terms and conditions of probation to the sentencing judge as soon as possible but, in no instance shall it be later

than five (5) days from the date of the violation for appropriate disposition in accordance with Florida Statutes Chapter 948.06.

After every effort has been made to address the offender's lack of compliance, CONTRACTOR shall commence violation of probation or rejection proceedings for pretrial intervention clients.

All necessary documents and information will be assembled by a probation officer or intake officer to support the violation or rejection procedure.

As directed by the court and/or State Attorney, a probation officer shall attend any county court proceedings and provide testimony regarding a violation of probation and rejections associated with the pretrial intervention program.

4.7 RESTITUTION, FINES, AND COURT COSTS

The CONTRACTOR shall:

- A. Provide the highest priority to assessment, collection and disbursement of restitution to victims of crimes and shall monitor payments of court costs, fines, and the cost of supervision fees.
- B. Maintain separate and distinct accounts for all monies collected for court costs and fines.
- C. Provide detailed reporting on the collection and transfer of court costs and fines using acceptable accounting methods.
- D. Electronically transfer collected court costs and fines at least twice weekly to the Clerk and Comptroller using specifications outlined by the Clerk and Comptroller's Office. The use of court costs and fines for any other purpose other than transfers to the Clerk and Comptroller's Office is strictly prohibited. The misappropriation of these funds may result in the termination of this service contract and may result in criminal prosecution of responsible employees or agents of the CONTRACTOR.
- E. Provide effective oversight of the conversion of court costs and fines to community service. This oversight includes the pre-authorization of acceptable community service vendors and follow-up to ensure authentication of compliance and completion.
- F. Maintain accurate records that account for completed community services; including the name of probation client, contact information of client, community service vendor, contact name and information of community service vendor, letter confirming completion of community service, name and contact information of probation officer and record of conversion (court costs or fines = x hours of community service).
- G. Maintain a separate and distinct account for all restitution monies collected from probation clients. Detailed reporting on the collection and disbursement of restitution funds to victims and the victims of crime compensation trust fund in Tallahassee using acceptable accounting methods is required.

- H. Maintain accurate records of all transactions associated with the collection and disbursement of restitution funds as ordered by the court. The use of restitution funds for any other purpose other than payments to victims of crime and the victims of crime compensation trust fund is strictly prohibited. The misappropriation of these funds may result in the termination of this service contract and may result in criminal prosecution of responsible employees or agents of the CONTRACTOR.
- I. Provide effective oversight of the management of the restitution funds. Accurate records that account for all transactions related to the collection and disbursement of restitution funds; including the name of probation client, contact information of client, name and contact information of victim, restitution amount ordered by court, date of payment by client, amount of balance owing, date payment made to victim and/or victims crime compensation trust fund (date payment mailed to victim) are required.
- J. Maintain accurate records to track the unsuccessful payments to victims and the victims' crime compensation trust fund. Restitution payments must be mailed to victims within fourteen (14) days of receipt of payment from probation client.
- K. Make a quarterly report of all restitution payments made, where the victim cannot be located for disbursement.
- L. Forward any restitution payments to victims that are unclaimed and returned to CONTRACTOR to the Crimes Compensation Trust Fund in Tallahassee.
- M. Not accept cash from a probationer for restitution, fines and court costs.

4.8 SUPERVISION REQUIREMENTS

The services to be provided in this Contract do not include the direct provision of residential or outpatient rehabilitation treatment programs.

The CONTRACTOR's probation officer shall complete the following tasks as part of the supervision of the probationers/offenders and to ensure compliance with all conditions of probation:

- A. Following the initial appointment interview, the probation officer shall closely monitor the activities of the probationer to ensure compliance with all conditions and special conditions of the supervision plan. Each probation officer shall maintain written records of the probationer's activities. This written record shall include, at a minimum, any personal or telephone contact or correspondence with or about the probationer, verification of compliance of court orders, and report of any non-compliance of court orders. The written records should be maintained in CONTRACTOR's case management system.
- B. Coordinate with the community service program agency for monitoring of the probationer's or pretrial defendant's community service obligations.

- C. Ensure that all defendants have equal access to all probation programs and activities.
- D. Cooperate with all treatment agencies, schools and other programs to which probationers are referred. In any case where a treatment agency, school, or other program does not appear to be providing proper service, CONTRACTOR shall immediately notify the sentencing court.
- E. Verify the probationer's home address and any subsequent changes in residence through rent/mortgage receipts or utility bills or other documents as deemed appropriate with the probationer within the first thirty days of the probation period, unless specifically waived by the Court. Copies of residence verification documents shall be placed in each probationer's file.
- F. Verify the probationer's employment through pay receipts or other documents as deemed appropriate during the probation period and continuing review of pay documents during monthly reporting visits. Copies of employment verification documents shall be placed in each probationer's file.
- G. Ongoing verification of the probationer's financial status shall be conducted, especially when problems related to finances have been identified.
- H. Identify a certified substance abuse testing laboratory or method to which CONTRACTOR will refer the probationers for testing. Changes to the current testing method must be disclosed and approved by the Probation Advisory Board. The cost of testing must remain nominal for the offender and should not significantly exceed other county testing fees.
- I. Encourage and assist unemployed probationers to improve their employability through education and training. The probationer shall be informed of county and private sector employment assistance and/or educational programs that are available and CONTRACTOR shall provide direction and assistance in obtaining this education and training. Job placement information shall also be provided by CONTRACTOR for all unemployed probationers.
- J. Identify if the offender was charged with a new criminal offense during their period of supervision, regardless of the type of classification or type of case. CONTRACTOR shall conduct a Statewide criminal record check using any appropriate Statewide database system prior to requesting an early termination of probation, at least thirty (30) days prior to a successful termination of probation or pretrial intervention and/or before the completion of a violation of probation affidavit or rejection form for pretrial intervention offenders. A full file review will be conducted by the officer and supervisor thirty (30) days prior to any release to ensure all obligations have been met and, then a final criminal record check will be conducted ten (10) days prior to termination of the case.
- K. Termination shall not be recommended prior to the probationer's having completed payment of restitution, fines, or court costs, without notifying

the sentencing court that the conditions have not been completed. If this event does occur, CONTRACTOR shall be responsible for the payment of any remaining restitution, fines or costs unless waived, for good cause, by the sentencing court. Additionally CONTRACTOR will notify PAB, courts, and the victim in the incident.

- L. In any case where the sentencing court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, CONTRACTOR shall transmit a copy of the case file to the judge in whose division the case has been heard. The probation counselor shall transmit, with the case file, a cover letter on CONTRACTOR's letterhead outlining in detail the efforts made by that counselor to seek compliance with the terms of probation.
- M. Follow up and enforce special conditions of probation including, but not limited to, payments of restitution, cost of supervision, fines, court costs, community service, and other probation related requirements.
- N. Arrange for the transfer of supervision for defendants residing in other areas in the state of Florida as available and if ordered by the sentencing court. CONTRACTOR shall notify the sentencing court when a receiving jurisdiction in the State of Florida does not accept transfers, so that the court may resolve this issue. CONTRACTOR must transfer supervision of defendants residing in other states by rules of Interstate Commission for Adult Offender Supervision. (www.interstatecompact.org.)

4.9 CASELOAD REQUIREMENTS

CONTRACTOR shall continually meet the requirements below regarding the number of clients per officer or team, regardless of the number of cases. Continuous supervision must be maintained.

- A. Supervisors will monitor the continuous supervision of a defendant by:
 - 1. Assigning new cases to an officer who is not scheduled for leave;
 - 2. Immediately re-assigning responsibility for the supervision and management of a caseload if the assigned officer is absent due to extended illness, disability, termination of employment, or other absence; and/or;
 - 3. Assigning or re-assigning investigations, violation, or field contacts, to other staff until the assigned officer returns. Short-term absences of two (2) weeks or less may be covered by the immediate supervisor or a designated officer.
- B. Maximum supervision clients shall be supervised by probation officers whose client case load shall not exceed one hundred (100) clients per officer or team.
- C. Standard supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.

- D. Mail in supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.
- E. Administrative supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.
- F. Pretrial supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.
- G. Supervisory staff shall conduct random reviews of case files to ensure that probation officers are monitoring conditions of supervision for probation and pretrial intervention cases.

4.10 STAFFING REQUIREMENTS

CONTRACTOR shall maintain an adequate number of trained personnel to ensure that:

- A. Court coverage will be provided as needed and/or as directed by the Probation Advisory Board and/or the county administrative judge;
- B. Professional program records, and fiscal management is maintained during the course of the contract;
- C. Probation officers are at the educational levels required below in Paragraph 4.11.C. and in sufficient quantity to meet the case load levels indicated for each classification;
- D. Bilingual probation officers or interpreters are available for Spanish and Haitian probationers.

4.11 STAFF BACKGROUND

- A. All CONTRACTOR staff shall undergo a Florida Department of Law Enforcement (FDLE) background check to ensure that they have not been convicted of any felony or of a misdemeanor involving perjury or a false statement and that they are not registered sexual predators or offenders.
- B. CONTRACTOR shall provide affidavits from all employees associated with this contract attesting to their criminal history status, military record, and educational accomplishments. If applicable, the employee must disclose if they have been dishonorably discharged from any of the Armed Forces of the United States.
- C. CONTRACTOR shall ensure that the employees meet the following minimum education and experience requirements for the following positions:

Intake officer:

High school Diploma and minimum of nine (9) months of experience.

Probation Officer:

An appropriate four (4) year degree from an accredited college or university or have completed a career development program that includes work related experience, training, or college credits providing a level of achievement equivalent to a bachelor's degree; and meet the Contractual requirements for supervising misdemeanor probationers.

The Probation Advisory Board shall be the determining authority for decisions relative to equivalency for the four-year degree requirement. Their decision will be made on a case-by-case basis. CONTRACTOR retains the obligation to present the employee's career development program, work related experience, training, or college credits for the Probation Advisory Board's consideration.

- D. CONTRACTOR shall provide a training program for probation officers that assures continual improvement and meets changing requirements of misdemeanor probation and pretrial intervention supervision.
- E. CONTRACTOR shall provide continual training to enhance staff's ability to effectively present to the Court, violations of probation, modification of probation, pre-sentence investigations, and case status checks.

4.12 COST OF SUPERVISION

- A. CONTRACTOR is entitled to collect from each probation and pretrial client, cost of supervision fees as may be ordered by the sentencing court and authorized by Florida Statutes. The cost of supervision may be modified by written permission of the Chief Judge and may be reviewed annually. Nothing contained herein shall preclude CONTRACTOR from establishing a sliding scale fee for those probationers not able to meet the minimum cost of supervision fee established in Florida Statutes.
- B. The sentencing court may, at its discretion order that the cost of supervision fees be waived in cases involving indigent probationers and CONTRACTOR agrees to accept such cases.
- C. The COUNTY assumes no liability to CONTRACTOR for its cost of supervision or any uncollected fees. In addition, the COUNTY does not assure a minimum or maximum number of cases that will be available or directed to CONTRACTOR.

4.13 PROBATION ADVISORY BOARD

The Board of County Commissioners has established a Probation Advisory Board (PAB) to monitor and oversee the provisions of this Contract. Additionally, the PAB will recommend to the Board of County Commissioners whether or not to continue the Contract, renegotiate the Contract, or solicit for a new Contract. The PAB may, from time to time, make suggestions and recommendations for

the addition, deletion, or modification of probation programs or services. CONTRACTOR shall cooperate with the PAB and provide operational and fiscal impacts at the PAB'S direction. When required, the PAB shall seek direction from the Board of County Commissioners in the initiation of new programs or services.

- A. CONTRACTOR shall implement modifications to its procedures and records as may be requested by the PAB.
- B. The COUNTY may desire to implement alternative programs or a combination of community service programs. It is anticipated that specifics for the program would be the result of a cooperative effort of PAB and CONTRACTOR.
- C. The COUNTY may desire to implement an electronic monitoring program during the course of this Contract. It is anticipated that specifics of the program would be the result of a cooperative effort of the PAB and CONTRACTOR.

4.14 REPORTING REQUIREMENTS

CONTRACTOR shall submit a quarterly report to the Chief Judge, Probation Advisory Board Chair, and supporting staff. The quarterly report shall contain the following information for the specific quarter being reported:

- i. caseload ratio as noted in Section 4.9 above
 - ii. list of active employees by job title and years of experience (reporting on new hires and employees who have been terminated or have left)
 - iii. active caseload by type of case and location summaries
 - iv. community service hours ordered and satisfied
 - v. restitution ordered and satisfied
 - vi. restitution delivered within 14 days
 - vii. unclaimed restitution
 - viii. cases closed
 - ix. type of termination
 - x. violation cases past term
 - xi. detailed report on court costs, fines and paid community service payments
 - xii. community services hours worked or paid in lieu of hours worked
- A. CONTRACTOR shall provide reports to the Chief Judge, Probation Advisory Board Chair, and supporting staff as required by Florida Statutes Chapter 948.15 and all other reports as required in this Contract with the COUNTY.
 - B. CONTRACTOR shall provide operational, revenue, and statistical reports as required by the County, Court, and Florida Statutes.
 - C. CONTRACTOR shall maintain individual case files and auditable financial records of all fines, restitution, and supervision fees received, expended and disbursed by CONTRACTOR.

- D. CONTRACTOR shall contract with a licensed external independent Certified Public Accountant to complete an annual financial report audited and certified accurate, in accordance with generally accepted accounting principles. The scope of the financial audit will include both operations in Palm Beach County and any other entity or parts of the company that may reside outside of the County. The audit will review all data and reports maintained by the CONTRACTOR and certify them as accurate. The final report shall be provided to the Chief Judge and COUNTY within one hundred twenty (120) days following the close of the CONTRACTOR's fiscal year.
- E. CONTRACTOR shall maintain a file containing information on all cases referred to the misdemeanor program. Records shall be maintained three (3) years past termination of the probation period. The information in the file shall include the name of the probationer, case number, charge(s), probation disposition, computer house arrest records, correspondence, payment records, and any known prior criminal record.
- F. CONTRACTOR shall also record and maintain statistical data concerning the number and types of cases being handled, terminated and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required to assist in evaluating the effectiveness of CONTRACTOR's activities.
- G. After each meeting of its Board of Directors, CONTRACTOR shall provide minutes of that meeting to the PAB.

4.15 TRANSITION OF MISDEMEANOR PROBATION SERVICES

CONTRACTOR shall work with the current misdemeanor probation service provider for a sixty (60) day period to provide for the complete transition of services. During this period, the highest priority will be given to existing probation and pre-trial clients so that they are aware of the change in provider and have specific instructions so that they are able to comply with their court ordered sanction. This includes getting directions to new office locations or contact names of newly assigned probation officers for reporting purposes.

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EXHIBIT B
CONTRACTOR'S SUBMITTAL
Dated November 28, 2011
(Consisting of 143 pages)



RFS RESPONSE – 800108/LJ

**MISDEMEANOR PROBATION SERVICES
PALM BEACH COUNTY, FLORIDA**

Submitted to:

Palm Beach County Purchasing Department

50 South Military Trail, Suite 110

West Palm Beach, Florida 33415

PROPOSAL OPENING DATE: DECEMBER 13, 2011 @ 4:00 PM



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1. Letter of Transmittal

November 28, 2011

Lisa A. Juliano, Senior Buyer
Palm Beach County
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415

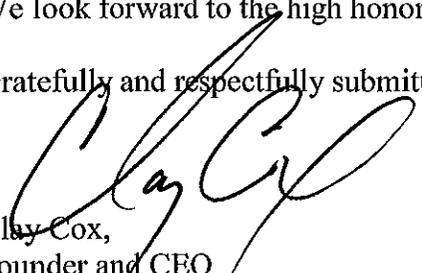
Dear Ms. Juliano:

Please accept this correspondence as our official transmittal. PPS has been honored to serve as the nation's premier private probation services provider since 1992, and is pleased to submit the following response to RFS 800108/LJ "Misdemeanor Probation Services".

Please find enclosed the tabbed response. PPS acknowledges the receipt of all addendums, and this response is valid for one hundred and twenty (120) days from the proposal due date.

We look forward to the high honor of serving the people of Palm Beach County.

Gratefully and respectfully submitted,


Clay Cox,
Founder and CEO

PPS Corporate Offices
1775 Indian Trail Road, Suite 350
Norcross, Georgia 300093
Office: 678-218-4100
Fax: 678-218-4104
Email: ccox@ppsinfo.net



2. Experience / Qualifications / Background / References

The PPS Mission Statement

“To provide professional court services and sentencing alternatives to the Court, community, and offender in a respectful and effective manner while promoting public safety, encouraging success, and improving lives- at no cost to the taxpayer.”

A. Each respondent shall submit a detailed statement of their experience, qualifications, and background for providing misdemeanor probation services.

PPS has been providing professional service to America’s courts, communities and offenders since our beginnings in 1992. In July of that year, two State of Georgia probation officers, (and husband and wife team), founded PPS. Recognizing that the government approach to probation supervision was in many ways flawed, mainly due to a lack of resources, Clay and Alisa Cox created a business and supervision model expressly designed to promote offender success while on probation and beyond. The first court to agree with our new approach- and to take a chance on PPS was Norcross Municipal Court, for which we began providing services on September 1, 1992, *and we continue to serve Norcross today.*

The typical government probation scenario, for example required probationers to report Monday – Friday at an assigned time and during business hours. The result was that many probationers were faced with the choice of missing work (cutting into their ability to pay fines promptly) or reporting. Unfortunately, many violated probation and went to jail. PPS offices have therefore been open on weekends and evenings from our earliest days.

Perhaps most unique to our approach is the recognition that each person on probation is just that- a person. Each probationer, we believe, is important and capable of contributing to society if given the opportunity and the proper tools to succeed. We view a sentence of probation as not only a privilege but also understand that for many of our probationers, it is potentially their first opportunity to succeed in life. This is precisely why PPS offers off hours reporting, and life improvement workshops such as the Resume/Job Placement Workshop, and will limit our standard probation caseloads to a more than manageable number of 250 per officer. It is also why *we insist on supervising indigents at no cost.*

By 1993, our standard operating procedure quickly developed into the most imitated in the industry, and for good reason. PPS policies, coupled with the best possible staff, ensure public safety, compliance of probated conditions, while improving the lives of those under our supervision. These are, and have been for years, our responsibilities to the Palm Beach County as a corporation, and we take them very seriously every day.

In August of 1997 PPS was acquired by Universal Health Services, Inc., and immediately gained the resources to move from a small regional company to a national organization. That same year, PPS established its internal Electronic Monitoring Division. In 1998, PPS expanded into Alabama, being granted the exclusive opportunity to serve the state's District Courts by the Alabama Supreme Court. In 1999, PPS signed the City Court of Atlanta (the Court is now dissolved), assuming 14,000 probationers from a failing government system. In 2000 we expanded further into Louisiana, and Utah. In 2004 we opened our first Florida

probation office providing services to Hernando County Court and later to Sumter County Court, and we are now servicing several courts in South Carolina and Mississippi as well. PPS is currently supervising more than 50,000 misdemeanor offenders in several states.

At PPS, we understand the ongoing concern with privatization of probation. That is why our standards are second to none in the industry – public or private. We require a bachelor's degree and 40 hours of training each year for our probation officers and our Department of Standards and Training works with each of our local field offices to ensure the appropriate enforcement of every condition of probation. The County needs, and has enjoyed for since 2004, accurate accounting of its probation related monies and accurate reporting of results, and no one in the business matches our capabilities and track record for doing so.

Palm Beach deserves peace of mind, so we are fully bonded and insured, and our contracts may each be terminated at anytime without cause. We have a record of quality and managed growth throughout the nation, which has allowed us to operate six-day, full time and full service probation offices with case transfer capabilities to each of our locations nationwide, and PPS will operate three locations in Palm Beach County each with Saturday and evening hours.

As Palm Beach's provider we will be a good community member as well. Part of the PPS model is to become vested in the communities we serve, rapidly assuming the role of an effective part of the local courtroom workgroup, and a willing member on the community team dedicated to a better quality of life for all. We will hire locally, and our employees will be active participants in our local chambers of commerce, churches and civic organizations.

PPS is dedicated not only to offender conducted community service hours, but community service in general. We positively influence the community in many ways; ensuring public safety, *dramatically* increasing fine revenues to the Court, creating local jobs, prioritizing community service, and improving the individual lives of the probationers.

Perhaps our most important strength is financial. UHS brings a financial capability to our probation model that is unmatched in the industry. Put simply, compassion and public safety each have a price, and PPS can afford it. I appreciate the County inviting us to submit a proposal, and we look forward to the honor of serving the Court, community, and offenders of Palm Beach County.

Thank you,

A large, stylized handwritten signature in black ink, appearing to read 'Clay Cox'.

Clay Cox, CEO



*(Amended Response to Section "2" / Item "B" entitled "Experience /
Qualifications / Background / References)*

B Each respondent should submit a minimum of three (3) references demonstrating the successful provision of misdemeanor probation services within the past five (5) year(s).

Hernando County, Florida (pop. 176,000)

The Honorable Donald Scaglione, Chief Judge
The Honorable Kurt Hitzemann, Judge
Hernando County Court
20 North Main St. / Room 359
Brooksville, Florida 34601
(352) 754-4295
FAX: (352) 754-4224

PPS began providing services to Hernando County in August 2004 and successfully defended our contract in an open RFS process in 2011. PPS supervises approximately 2,000 active cases utilizing two office locations within Hernando County. Currently PPS employs a staff of two Office Managers, four Probation Officers, and two Court Intake Specialists.

CONTRACT VALUE: PPS supervision fee revenues annually have averaged \$960,000.00. PPS makes no payment to Hernando County, other than fines and court costs collected as a result of collecting said court-ordered monies from probationers and pre-trial defendants.

Sumter County, Florida (pop. 97,000)

Ms. Deb Barsell, MSW, Director
Division of Community Services
910 N. Main St.
Bushnell, FL 33513
(352) 793-0282
FAX: (352) 689-4491

PPS has been serving Sumter County Court since August of 2010. PPS began service under the terms of a one-year pilot project during which time PPS managed the County's in house system. After the pilot period, an RFP was issued and PPS was chosen to permanently privatize the Sumter County probation system. We currently manage approximately 300 cases with a staff of two full-time probation officers and on part-time probation aide.

CONTRACT VALUE: PPS supervision fee revenues annually have averaged \$150,000.00. PPS makes no payment to Sumter County, other than fines and court costs collected as a result of collecting said court-ordered monies from probationers and pre-trial defendants.

Gwinnett County, Georgia (pop. 900,00)

The Honorable Dawson Jackson, Chief Judge
Gwinnett Judicial Circuit
Gwinnett Superior Court
75 Langley Drive
Lawrenceville, Georgia 30045
770-822-8000
FAX: (770) 822-8642

PPS has served Gwinnett County since June of 2000, and has supervised many thousands of probationers, pre-trial, and electronically monitored offenders. PPS has successfully defended this contract through three RFP processes. The number of staff in our Gwinnett office has fluctuated with the caseload size, peaking at 45.

CONTRACT VALUE: PPS supervision fee revenues annually have averaged \$1,900,000.00.

PPS makes no payment to Gwinnett County, other than fines and court costs collected as a result of collecting said court-ordered monies from probationers and pre-trial defendants.

City of Sandy, Utah (pop. 88,000)

Mr. Jay Carey, Court Administrator
Sandy Justice Court
210 West Sege Lily Drive
Sandy City, Utah 84070
801-568-7160
FAX: (801) 568-7160

Since January of 2006, PPS has provided a probation department for Sandy Justice Court. We currently manage a caseload of 1100 active probation cases and Pre-Sentence Investigation clients. A full-time staff of five probation officers, one manager, and one PSI specialists make up the operation.

CONTRACT VALUE: PPS supervision fee revenues annually have averaged \$480,000.00. PPS makes no payment to Sandy City, other than fines and court costs collected as a result of collecting said court-ordered monies from probationers and pre-trial defendants.

City of Lawrenceville, Georgia (pop. 29,000)

The Honorable Dennis Still, Chief Judge
Mr. Bill Gaguski, Court Information Technology Director
Lawrenceville Municipal Court
70 South Clayton Street
Lawrenceville, Georgia 30045
770-963-3288
FAX: 770-339-2407

PPS has served the City of Lawrenceville since December of 1999. We employ five staff members and manage a probation and pre-trial caseload of 1200 offenders.

CONTRACT VALUE: PPS supervision fee revenues annually have averaged \$410,000.00. PPS makes no payment to the City of Lawrenceville, other than fines and court costs collected as a result of collecting said court-ordered monies from probationers and pre-trial defendants.

City of Decatur, Alabama (pop. 56,000)

The Honorable Bill Cook, Chief Judge
Decatur Municipal Court
P O Box 402
Decatur, Alabama 35602
256-341-4676
FAX: 256-341-4677

One of Alabama's busiest municipal courts, Decatur has been served by PPS since June of 2004.

We employ one manager, an assistant manager, one secretary/accounting clerk, and five probation officers to manage their caseload of 1800 active offenders.

CONTRACT VALUE: PPS supervision fee revenues annually have averaged \$710,000.00. PPS makes no payment to the City of Decatur, other than fines and court costs collected as a result of collecting said court-ordered monies from probationers and pre-trial defendants.

B Each respondent should submit a minimum of three (3) references demonstrating the successful provision of misdemeanor probation services within the past five (5) year(s).

Hernando County, Florida (pop. 176,000)

The Honorable Donald Scaglione, Chief Judge
The Honorable Kurt Hitzemann, Judge
Hernando County Court
20 North Main St. / Room 359
Brooksville, Florida 34601
(352) 754-4295

PPS began providing services to Hernando County in August 2004 and successfully defended our contract in an open RFS process in 2011. PPS supervises approximately 2,000 active cases utilizing two office locations within Hernando County. Currently PPS employs a staff of two Office Managers, four Probation Officers, two Court Intake Specialists

Sumter County, Florida (pop. 97,000)

Ms. Deb Barsell, MSW, Director
Division of Community Services
910 N. Main St.
Bushnell, FL 33513
(352) 793-0282

PPS has been serving Sumter County Court since August of 2010. PPS began service under the terms of a one-year pilot project during which time PPS managed the County's in house system. After the pilot period, an RFP was issued and PPS was chosen to permanently privatize the Sumter County probation system. We currently manage approximately 300 cases with a staff of two full-time probation officers and on part-time probation aide.

Gwinnett County, Georgia (pop. 900,00)

The Honorable Dawson Jackson, Chief Judge
Gwinnett Judicial Circuit
Gwinnett Superior Court
75 Langley Drive

Lawrenceville, Georgia 30045
770-822-8000

PPS has served Gwinnett County since June of 2000, and has supervised many thousands of probationers, pre-trial, and electronically monitored offenders. PPS has successfully defended this contract through three RFP processes. The number of staff in our Gwinnett office has fluctuated with the caseload size, peaking at 45.

City of Sandy, Utah (pop. 88,000)

Mr. Jay Carey, Court Administrator
Sandy Justice Court
210 West Sege Lily Drive
Sandy City, Utah 84070
801-568-7160

Since January of 2006, PPS has provided a probation department for Sandy Justice Court. We currently manage a caseload of 1100 active probation cases and Pre-Sentence Investigation clients. A full-time staff of five probation officers, one manager, and one PSI specialists make up the operation.

City of Lawrenceville, Georgia (pop. 29,000)

The Honorable Dennis Still, Chief Judge
Mr. Bill Gaguski, Court Information Technology Director
Lawrenceville Municipal Court
70 South Clayton Street
Lawrenceville, Georgia 30045
770-963-3288

PPS has served the City of Lawrenceville since December of 1999. We employ five staff members and manage a probation and pre-trial caseload of 1200 offenders.

City of Decatur, Alabama (pop. 56,000)

The Honorable Bill Cook, Chief Judge

Decatur Municipal Court
P O Box 402
Decatur, Alabama 35602
256-341-4676

One of Alabama's busiest municipal courts, Decatur has been served by PPS since June of 2004.

We employ one manager, an assistant manager, one secretary/accounting clerk, and five probation officers to manage their caseload of 1800 active offenders.



3. Project Approach / Understanding / Information

The respondent shall provide a detailed narrative description of its approach and methodology for implementing misdemeanor probation services including, but not limited to, the following: Overview of the project tasks to be performed including a detailed implementation plan; County resources which will be required to conduct the study, and; Timeline for performing the required services from start to completion including a transition plan if not the incumbent.

PPS staff shall be at the disposal of the judges, court staff, and the prosecutor's office. Your independent local probation staff will be provided to the court and to the county on a 24-hour basis. Many of our courts require after hour activity (late-night hearings, weekend jail hearings, etc.) and PPS has responded by providing the means to contacting the probation officers at any time. Further, each office location has an "Officer of the Day" designated who is on 24 hour call 7 days per week and available to the court after normal business hours for any reason. An officer of the day schedule is provided to the court with contact information. The court can also contact the Officer of the Day by simply leaving message at the local probation office after hours, and our communications system will immediately email the Officer of the Day's handheld device. The entire PPS service portfolio is the result of our ever evolving communication with our contracted courts. From our software capabilities, to our training curriculums and levels/standards of supervision, our services are constantly improved by seeking input from our judges and their staff on how we can do better. Our local management team will meet the judges, clerks and the PAB on a regular basis- in person and at the court's convenience. We will also ask from all court staff- participation in our annual performance survey- which helps in our overall quest for excellence.

As will be discussed in further detail in 1.1.14 of this response, the PPS Offender Tracking System (PPS OTS) maintains and instantly updates all offender records for all probationers. The system is accessible via the internet at anytime by Court staff. PPS records, including financial are available to the Court at anytime, without notice.

While we are a paperless probation system, PPS currently provides a refined process of paperwork service for court originals, addressing violations and warrant management. When a probationer seriously violates his/her sentence or absconds from supervision, PPS staff prepares and presents a warrant packet to the Court for signature. Included are the notarized warrant with digital photo, affidavit of delinquency, warrant information sheet (which includes the probationer's personal history, employment information, friends and relatives, and last known whereabouts), and any evidentiary documentation regarding the alleged probation violations. PPS manages all data forms for the Court and will complete any state required information for each form as it corresponds with our probation warrants. These forms are completed in detail within 24 hours of receipt and immediately hand delivered to the appropriate agency. PPS maintains all warrant cases on active status periodically making attempts to locate the probationers through our community network and file information, as well as our computerized OTS. Additionally, PPS is online with many local Sheriff's and Police Departments and shall provide its officers daily with the inmate list from detention facilities to insure that those probationers arrested on probation warrants have their revocation hearings scheduled and completed promptly.

Upon the violation of any condition of probation PPS will submit to the Court a Delinquent Report Affidavit (D.R.). This document details in narrative form, the behavior of the probationer while under supervision, the circumstances of the violation(s) as well all actions taken by PPS

staff in an effort to achieve offender compliance. Finally the D.R. includes recommendations as to any court action deemed appropriate by the supervising officer that may include issuance of a warrant, or modification / revocation of the original sentence. D.R.s are signed by the probation officer and the office manager and are always accompanied by supporting documentation. PPS staff will, prepare all documents, such as warrants when appropriate, serve defendants with appropriate documents within required notice periods, while filing all original documents with the Court.

Court services also include the preparation of and appearance at all probation revocation/ modification hearings. PPS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. PPS will coordinate revocation/modification hearing scheduling with Court staff. Following a revocation or modification by the Court, PPS shall file the original order of revocation or modification with the Court clerk, and will then amend the PPS files, including the OTS file, so that the Court can immediately view the amended sentence and its conditions online. PPS shall then enforce the newly established conditions.

County Resources Required by PPS

As far as county resources required, PPS only requires a small area adjacent to the court rooms for the purposes of providing initial intake immediately following sentencing, and PPS would require an electronic file of all outstanding cases at the time of our assuming the caseload. The file should contain offender names, case numbers, ordered amounts of fines and restitution and

balances owed. PPS will bear the cost of providing all sentencing forms necessary for the court to place offenders on probation or pre-trial with PPS.

Transition Plan

Step 1: Notification of Award of Contract:

A Standard Operating Procedures (SOP) or “kick-off” meeting will be scheduled and conducted within ten days. This meeting will be a review of the PPS SOP with the Court and appropriate staff. The SOP will be customized to the needs of the Court, primarily regarding addressing violations and what constitutes financial delinquency. PPS will show milestones for the completion of major program elements at this meeting. PPS immediately begins the local hiring process with job fairs at local venues, and consulting with the PAB for any potential employees that would be welcomed to work on the project that were previously or currently employed by the the existing provider.

Step 2: Ramp-Up Period (30 days)

PPS opens its Palm Beach County locations, interviews, hires and trains any additional local staff required by the contemplated workload, and the PPS corporate transition team begins assessment of existing caseload, working with the current provider as provided herein.

PPS places copying machine(s) and scanners at the courthouse locations, and the current provider’s locations if approved, and makes copies of existing files on probationers, creates initial PPS file for data entry.

PPS assumption team meets with the Court’s current provider to establish a protocol for probationer notification and begins meeting with and or contacting each existing probationer. Each probationer is acclimated regarding the PPS office they are to report to and when, their new probation officer, and the conditions of probation yet to be completed. Probationers will be

contacted by personal meetings at the previous provider's locations as probationers normally report for a thirty day period (if possible) and/or by other means including U.S. mail, telephone, field visits to last known address, and computer searches.

PPS Information Technology staff will obtain existing financial information (if any) from the Court for the purposes of downloading the information into PPSI OTS. PPS provides necessary hardware and software for court personnel access to PPS OTS via the internet.

Commencement of Services (Day 31 following notification of award)

PPS probation officers begin providing courtroom intake of newly sentenced probationers, and revocation/modification hearings on new and assumed cases as needed. All PPS services are available to the Court, and PBC probationers can report to any PPS location nationwide.

End of First Month of Service (Day 61 following award of contract)

PPS remits first financial, community service, and caseload reports to the Court, and continues regularly to do so as required by the court- daily, weekly, monthly, etc. PPS remits first monthly check to court for all monies collected since Day 1 of Service, and remits restitution to victims.

Transition and Caseload Assumption Completed (Day 90 following award of contract)

The Department of Standards conducts and completes PPS Palm Beach County's first caseload and office audits and reports results to the Court. Transition report, detailing status of the caseload in general, and reviewing the results and possible concerns of the assumption period is submitted to the Court. Corporate staff members resume ordinary duties in support of PPS Palm Beach locations.



4. KEY PERSONNEL AND OPERATIONS

A. An Organizational Chart identifying the structure of the firm.

Universal Health Services, Inc.
Universal Corporate Center
367 South Gulph Road
King of Prussia, PA 19406

Clay Cox, CEO/Facilities Manager – PPS
Universal Health Services, Inc.
Founder and CEO of PPS
PPS Corporate Center
1770 Indian Trail Road, Suite 350
Norcross, GA 30093

C. Keith Ward, Executive Vice President
Professional Probation Services, PPS

Shannon Buchannon, Director
House Arrest

David Jacobs, Senior Vice President
PPS Standards Enforcement Division

PPS Caseload and Performance Auditors

Bill Dodd, VP
GA, SC

Tom York, VP
AL, MS, FL

Steve Sutton, VP
Utah, CO

Vacant, VP
PPS International

Donna Kenedy VP
Corporate Affairs

Diana Fesedin, Dir
Human Resources

Larry Shurling, Dir
Info. Technology

PPS Office Managers
(B.S. Criminology)

PPS Probation Officers
(B.S. Criminal Justice)

PPS Pre-Trial Officers
(B.S. in Criminal Justice or Related Field)

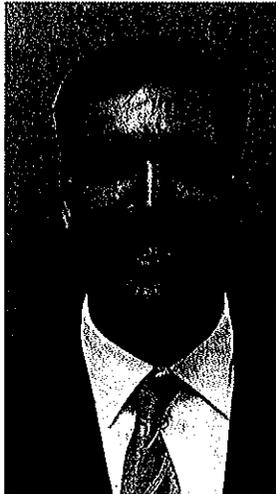
PPS Information Technology Technicians

PPS Court Intake Specialists and PPS Accounting Clerks

- B. A list of the key personnel assigned to the project; and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge of the project; a description of the role of each staff member who will be responsible for handling and monitoring the Contract; identify projects of similar nature in which each staff member has been involved.



Tom York, Regional Vice President
Florida, Alabama and Mississippi Field Operations

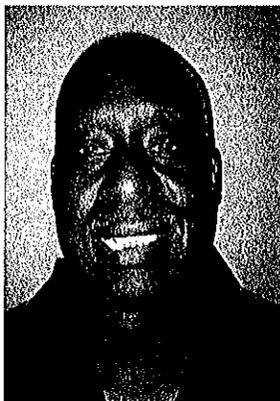


Education: B.S. Criminology, Auburn University
J.D. Faulkner University Law School

Experience: PPS Probation Officer (1995-1997)
PPS Office Manager (1997-1999)
PPS V.P. Alabama Field Ops (1999-2005)
PPS Regional Vice President (2005-2011)



Bill Dodd, Director of Palm Beach Operations
Location: West Palm Beach



Experience: Georgia Department of Corrections, Chief Probation Officer for 29 years; PPS Director of Atlanta area operations for 11 years. United States Army 1968-1972.

Education/Training: B.S. Criminal Justice, Georgia State University, Basic Probation Officer Training, Georgia POST Graduate; Law Enforcement Command College; Corrections Leadership Program Graduate; National Institute of Corrections Graduate;



Rebecca Black, Manager
PPS Palm Beach



Education: B.A. Criminal Justice,
Georgia College and State University
B.S. Legal Studies
Georgia College and State University

Experience: PPS Probation Officer (2001-2005)
PPS Office Manager (2005-2011)
PPS Regional Manager (2011-)



A.J. Glaister, Assistant Manager
West Palm Beach Office



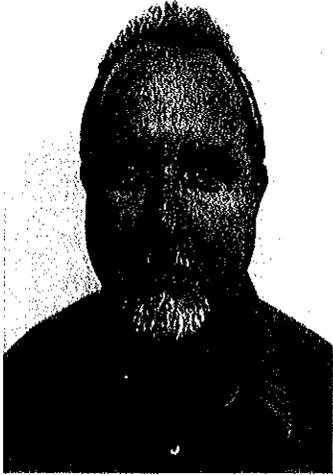
2005-Present; Professional Probation Services,
Probation Officer.

Prior to Joining PPS, Ms. Glaister was a member of the City of Miami Police Department in Miami, FL. There she supervised a staff of 35 for a major metropolitan police department serving a multi ethnic, multi cultural community. She is also a State certified law enforcement instructor.

Ms. Glaister has a Bachelors Degree in
Criminology.



Randall Story, Manager
PPS Delray Beach



Education / Experience:

Randall A. Story has recently joined the team of PPS professionals in the Hernando County office.

Most recently he has worked as a probation officer for Sumter County, Florida working with Judge Thomas Skidmore. Mr. Story is a retired Chief of Police from the City of Clermont, Florida and has over 28 years of Law Enforcement, Corrections, and Probation experience.

Mr. Story graduated from Lake Sumter Community College in 1998 with a degree in Criminal Justice Technology. He has attended hundreds of hours of advanced training in law enforcement and has instructed law enforcement and corrections Academy classes at the Kenneth Braggs Law Enforcement training Center in Lake County, Florida.

Mr. Story also served in the US military for seven years.



Debra Thorpe, Manager and Probation Officer
PPS Belle Glade



Education / Experience:

Ms. Thorpe is a Florida native and a graduate of Boca Ceiga High School and one of Weeki Wachee Springs earlier mermaids. She retired from the United States Air Force after 20 years and returned home to Florida. Debra is a Graduate from University of Maine, Bachelor of Arts Degree in Behavioral Science. She entered the legal arena as a Woman's Advocate for the Battered Women's Group in Aroostook County, Maine. Ms. Thorpe came to PPS from Sumter County Misdemeanor Probation Officer and Pre Trial Intervention Officer for specific cases regarding domestic violence, crimes against individuals, juvenile driving offenses, and adult driver license offenses.

In addition to our proposed management team proposed above, PPS intends on filling the following positions with local hires:

OFFICE	POSITION
West Palm Beach	English Only Probation Officers (11)
West Palm Beach	English / Spanish Probation Officers (2)
West Palm Beach	English / Spanish Accounting Clerk (2)
Delray Beach	English / Spanish Probation Officer (1)
Delray Beach	English Only Probation Officer (1)
Belle Glade	English Only Accounting Clerk (1)
All	English / Haitian (French) Court Intake Specialist (2)
All	English / Spanish Court Intake Specialists (4)



5. FINANCIAL / BUSINESS STABILITY

Respondent should submit the following financial statements: If respondent is a Wholly-Owned Subsidiary; the above referenced financial information for the parent company should also be submitted. Any additional information considered pertinent to indicate the respondent's financial and operational capabilities.

Universal Health Services, Inc. (UHS) is one of the nation's largest and most respected healthcare management companies, operating through its subsidiaries acute care hospitals, behavioral health facilities and ambulatory centers nationwide, in Puerto Rico and the U.S. Virgin Islands. Founded in 1978 by Alan B. Miller, Chairman and CEO, UHS subsidiaries today have more than 65,000 employees. UHS maintains one of the strongest balance sheets and is rated amongst the highest in the hospital services industry by Moody's and Standard & Poor's. This strong capital position has enabled the company to develop and acquire many new facilities over the past few years.

Please see attached the audited annual report for our parent company, Universal Health Services, Inc. (UHS). As a wholly owned subsidiary of UHS, PPS is audited annually and our financial information is contained within each annual report. Financial overview data for the last three years can be quickly viewed on page 1. More information including complete annual reports can be found on line at www.uhsinc.com. The direct link to our audited annual reports is ...

<http://ir.uhsinc.com/phoenix.zhtml?c=105817&p=irol-reportsAnnual>

The most recent audit's summary page follows:

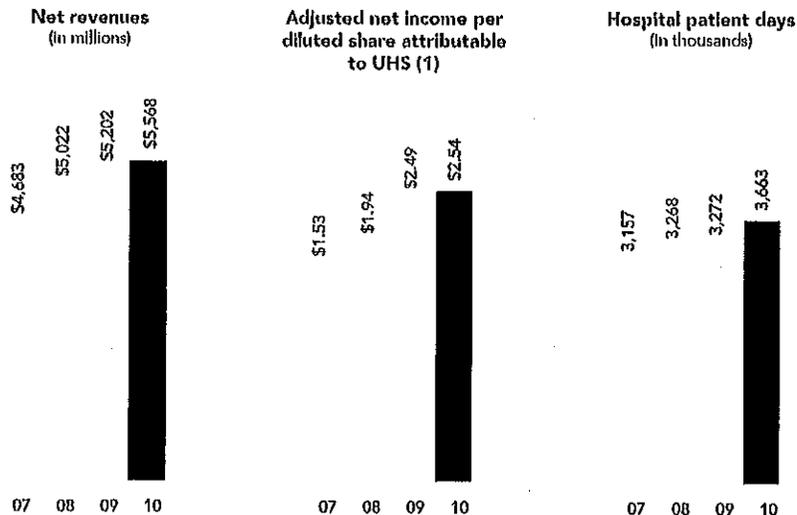
FINANCIAL HIGHLIGHTS

Year Ended December 31	2010	2009	Percentage Increase	2008
Net revenues	\$5,568,185,000	\$5,202,379,000	7%	\$5,022,417,000
Adjusted net income attributable to UHS (1)	\$249,754,000	\$246,186,000	1%	\$197,334,000
Adjusted diluted earnings per share attributable to UHS (1)	\$2.54	\$2.49	2%	\$1.94

Year Ended December 31	2010	2009	Percentage Increase	2008
Patient days	3,663,030	3,272,329	12%	3,268,008
Admissions	430,904	401,883	7%	393,089
Average number of licensed beds	15,116	13,405	13%	13,110

(1) Calculation of Adjusted Income from Continuing Operations (in thousands except per share amounts)	2010		2009		2008		2007	
	Amount	Per Diluted Share						
Net income attributable to UHS	\$230,183	\$2.34	\$260,373	\$2.64	\$199,377	\$1.96	\$170,387	\$1.59
Other combined adjustments	19,571	0.20	(14,187)	(0.15)	(2,043)	(0.02)	(5,954)	(0.06)
Adjusted net income attributable to UHS	<u>\$249,754</u>	<u>\$2.54</u>	<u>\$246,186</u>	<u>\$2.49</u>	<u>\$197,334</u>	<u>\$1.94</u>	<u>\$164,433</u>	<u>\$1.53</u>

The "Other combined adjustments" neutralize the effect of items in each year that are nonrecurring or non-operational in nature including items such as: the transaction costs incurred in connection with our acquisition of Psychiatric Solutions, Inc.; adjustments to our reserves relating to prior years for self-insured professional & general liability and workers' compensation claims; gains and losses on sales of assets and businesses; reserves for settlements and legal judgments, and; other amounts that may be reflected in a given year that relate to prior years. Since "adjusted net income attributable to UHS" is not computed in accordance with generally accepted accounting principles ("GAAP"), investors are encouraged to use GAAP measures when evaluating our financial performance. To obtain a complete understanding of our financial performance the information provided above should be examined in connection with our consolidated financial statements and notes thereto contained on pages 97-142 of this report.



Professional Probation Services
BALANCE SHEET
For the Twelve Months Ending December 31, 2009

DATE: 12/27/11
TIME: 11:07 AM
PAGE: 1

		DEC 2008 BALANCE	DEC 2009 BALANCE
(100000 TO 10...	<u>ASSETS</u> CASH	1,372,978	1,782,996
(100270 TO 100299)	ALLOWANCE FOR OTHER BAD DEBT	(90,000)	(90,000)
	TOTAL ALLOWANCE FOR BAD DEBT	(90,000)	(90,000)
(101500 TO 101599)	PREPAIDS	94,644	93,390
	TOTAL CURRENT ASSETS	1,377,622	1,786,386
(103100 TO 10...	BUILDINGS & IMPROVEMENTS	20,057	20,057
(103600 TO 103699)	EQUIPMENT	330,007	367,330
(103900 TO 10...	CONSTRUCTION-IN-PROGRESS	5,253	5,936
	TOTAL FIXED ASSETS	355,317	393,323
(104400 TO 104499)	ACC DEPR-EQUIPMENT	(300,250)	(330,617)
	TOTAL ACCR DEPRECIATION	(300,250)	(330,617)
(104500 TO 104599)	GOODWILL	285,731	285,731
(104900 TO 104999)	OTHER ASSETS	69,630	69,010
	TOTAL ASSETS	1,788,050	2,203,833

Professional Probation Services
BALANCE SHEET
 For the Twelve Months Ending December 31, 2009

DATE: 12/27/11
 TIME: 11:07 AM
 PAGE: 2

	DEC 2008 BALANCE	DEC 2009 BALANCE
<u>LIABILITIES & EQUITY</u>		
(200100 TO 200199) ACCOUNTS PAYABLE	1,366,459	1,806,834
(200200 TO 200299) ACCRUED PAYROLL	149,150	178,290
(200400 TO 200499) ACCRUED BENEFITS	5,224	5,201
TOTAL ACCRUED COMPENSATION	154,374	183,491
(200600 TO 200699) ACCRUED TAXES OTHER THAN INCOME	3,767	2,534
(200800 TO 200899) OTHER ACCRUED EXPENSES	100,061	108,773
TOTAL CURRENT LIABILITIES	1,624,661	2,101,632
(220100 TO 220199) INTERCOMPANY REC/PAYABLE	386,164	(549,775)
TOTAL LIABILITIES	2,010,825	1,551,857
(300500 TO 300599) RETAINED EARNINGS	(733,503)	(210,936)
(410000 TO 69...) CURRENT INCOME	510,728	862,912
TOTAL EQUITY	(222,775)	651,976
TOTAL LIABILITIES & EQUITY	1,788,050	2,203,833

Professional Probation Services
BALANCE SHEET
For the Twelve Months Ending December 31, 2010

DATE: 12/27/11
TIME: 11:09 AM
PAGE: 1

	DEC 2009 BALANCE	DEC 2010 BALANCE
(100000 TO 10...		
ASSETS		
CASH	1,782,996	1,364,959
(100270 TO 100299)		
ALLOWANCE FOR OTHER BAD DEBT	(90,000)	(90,000)
TOTAL ALLOWANCE FOR BAD DEBT	(90,000)	(90,000)
(101500 TO 101599)		
PREPAIDS	93,390	103,027
TOTAL CURRENT ASSETS	1,786,386	1,377,986
(103100 TO 10...		
BUILDINGS & IMPROVEMENTS	20,057	20,057
(103600 TO 103699)		
EQUIPMENT	367,330	386,507
(103900 TO 10...		
CONSTRUCTION-IN-PROGRESS	5,936	0
TOTAL FIXED ASSETS	393,323	406,564
(104400 TO 104499)		
ACC DEPR-EQUIPMENT	(330,617)	(368,323)
TOTAL ACCR DEPRECIATION	(330,617)	(368,323)
(104500 TO 104599)		
GOODWILL	285,731	285,731
(104900 TO 104999)		
OTHER ASSETS	69,010	65,187
TOTAL ASSETS	2,203,833	1,767,145

Professional Probation Services
BALANCE SHEET
 For the Twelve Months Ending December 31, 2010

	DEC 2009 BALANCE	DEC 2010 BALANCE
<u>LIABILITIES & EQUITY</u>		
(200100 TO 200199) ACCOUNTS PAYABLE	1,806,834	1,370,393
(200200 TO 200299) ACCRUED PAYROLL	178,290	156,469
(200400 TO 200499) ACCRUED BENEFITS	5,201	4,877
TOTAL ACCRUED COMPENSATION	183,491	161,346
(200600 TO 200699) ACCRUED TAXES OTHER THAN INCOME	2,534	4,358
(200800 TO 200899) OTHER ACCRUED EXPENSES	108,773	72,108
TOTAL CURRENT LIABILITIES	2,101,632	1,608,205
(220100 TO 220199) INTERCOMPANY REC/PAYABLE	(549,775)	(436,454)
TOTAL LIABILITIES	1,551,857	1,171,751
(300500 TO 300599) RETAINED EARNINGS	(210,936)	665,044
(410000 TO 69...) CURRENT INCOME	862,912	(69,650)
TOTAL EQUITY	651,976	595,394
TOTAL LIABILITIES & EQUITY	2,203,833	1,767,145

Professional Probation Services
BALANCE SHEET
For the Eleven Months Ending November 30, 2011

DATE: 12/27/11
TIME: 11:09 AM
PAGE: 2

	DEC 2010 BALANCE	NOV 2011 BALANCE
<u>LIABILITIES & EQUITY</u>		
(200100 TO 200199) ACCOUNTS PAYABLE	1,370,393	1,189,647
(200200 TO 200299) ACCRUED PAYROLL	156,469	129,256
(200400 TO 200499) ACCRUED BENEFITS	4,877	4,621
TOTAL ACCRUED COMPENSATION	161,346	133,877
(200600 TO 200699) ACCRUED TAXES OTHER THAN INCOME	4,358	11,113
(200800 TO 200899) OTHER ACCRUED EXPENSES	72,108	79,475
TOTAL CURRENT LIABILITIES	1,608,205	1,414,112
(220100 TO 220199) INTERCOMPANY REC/PAYABLE	(436,454)	(460,406)
TOTAL LIABILITIES	1,171,751	953,706
(300500 TO 300599) RETAINED EARNINGS	665,044	681,876
(410000 TO 69...) CURRENT INCOME	(69,650)	(11,164)
TOTAL EQUITY	595,394	670,712
TOTAL LIABILITIES & EQUITY	1,767,145	1,624,418



6. RESPONDENT CERTIFICATION PAGE

The respondent shall submit the attached Respondent Certification Page (Appendix A), filled out and signed, with either a corporate seal affixed or notarized.

(follows)

**APPENDIX A
RESPONDENT CERTIFICATION PAGE
RFS NO.800108/LJ
Page 1 of 1**

The Respondent certifies by signature below the following:

- a. This Submittal is submitted without prior understanding, agreement or connection with any corporation, firm, or person submitting a Submittal for the same materials, services, and supplies as is, in all respects, fair and without collusion or fraud.
- b. This Submittal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFS.
- c. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the respondent at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT:

FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.

NAME (PRINT): John C. Cox

TITLE: CEO

COMPANY: Professional Probation Services, Inc. (PPS)

ADDRESS: 1770 Indian Trail Road, Suite 350 Norcross, GA 30093

TELEPHONE NO. 678 218 4100

SIGNATURE: [Handwritten Signature]

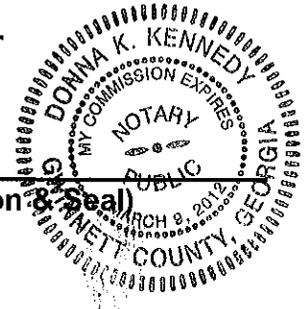
Please affix corporate seal or have proposal notarized.

Donna K. Kennedy
Notary-Full Name

(Notary Expiration 8 Seal)

Date: 12/9/11

OR:
(Corporation seal)





7. BUSINESS INFORMATION

Each respondent shall complete the Business Information Pages (Appendix B), referencing their type of business, i.e., Corporation, Limited Liability Company, Partnership (General/Limited), Joint Venture and Sole Proprietorship.

(follows)

**APPENDIX B
BUSINESS INFORMATION
RFS NO. 800108/LJ**

Full Legal Name of Entity: Professional Probation Services, Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093

Telephone Number: (678) 218-4100 Fax Number: (678) 218-4104

Form of Entity (check one and complete the appropriate entity statement attached hereto)

- Corporation (Complete forms page 50)
- Limited Liability Company (Complete forms page 51)
- Partnership, General (Complete forms page 52)
- Partnership, Limited (Complete forms page 52)
- Joint Venture (Complete forms page 53)
- Sole Proprietorship

Federal I.D. Number: _____

(1) If Respondent is a subsidiary, state name of parent company.

Universal Health Services, Inc.

Caution: All information provided herein must be as to Respondent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Respondent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes No

If **yes** to the above, as of what date? Jan. 1, 1999

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Respondent acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): John C. Cox

TITLE: CEO

COMPANY: PPS

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? June 25, 1992

2. Where incorporated? Georgia

3. The Corporation is held:

Publicly Privately

4. Has the Corporation previously offered misdemeanor probation services (as stated in the RFS) in the state of Florida?

yes no

If yes, indicate Date: October 1, 2005 Location: Hernando County Court

5. Furnish the name, title and address of each director, officer, principal managers, and how long they have been employed. January 1, 2011 Sumter County Court
see attached

6. Attach a copy of the Corporate Certificate from the Secretary of State. - see attached.

7. Attach Credit references.

see attached.

Name	Position	Address	Hire Date
Clay Cox	CEO	1770 Indian Trail Rd, Suite 350, Norcross, GA 30093	6/25/1992
Keith Ward	Executive VP	1770 Indian Trail Rd, Suite 350, Norcross, GA 30093	10/15/1993
Donna Kennedy	VP of Corporate Affairs	1770 Indian Trail Rd, Suite 350, Norcross, GA 30093	3/15/1995
David Jacobs	VP of Standards and Operations	3782 Cherokee St, Kennesaw, GA 30144	1/16/1996
Diana Fessenden	Director of Human Resources	1770 Indian Trail Rd., Suite 350, Norcross, GA 30093	5/18/2008
Tom York	VP of AL, FL, MS	2515 E. Glenn Ave., Suite 206, Auburn, AL 36830	7/13/1998



Georgia Secretary of State Brian P. Kemp

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- Search
- ▶ [By Business Name](#)
 - ▶ [By Control No](#)
 - ▶ [By Officer](#)
 - ▶ [By Registered Agent](#)
 - ▶ [Verify Certification](#)
 - ▶ [Verify](#)
 - ▶ [New Filing](#)
 - ▶ [Click here to file online for:](#)
 - ▶ [New Limited Liability Company \(LLC\)](#)
 - ▶ [New Business Corporation](#)
 - ▶ [New Non-Profit Corporation](#)
 - ▶ [New Professional Corporation \(PC\)](#)
 - ▶ [Annual Registration](#)
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 - ▶ [Name Reservation](#)
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 - ▶ [Online](#)
 - ▶ [Online Orders](#)
 - ▶ [Register for Online](#)
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 - ▶ [Order Certified Documents](#)

View Filed Documents

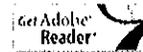
Date: 12/9/2011 (Annual Registration History etc.)

File Annual Registration Online

or

Print A Paper Annual Registration Form

PLEASE NOTE: To download your Annual Registration forms you will need Adobe Reader to view and/or print. If you do not have Adobe Reader installed on your computer, click the "Get Adobe Reader" button on the right to download the reader free of charge from the Adobe website.



Annual Registrations

The Georgia Code only requires the Office of Secretary of State to retain annual registrations for a period of five years from the date in which it was filed. Annual registrations older than five years may no longer be available for certification or viewing on the web.

Business Name History

Name	Name Type
PROFESSIONAL PROBATION SERVICES, INC.	Current Name

Profit Corporation - Domestic - Information

Control No.:	K212731
Status:	Active/Compliance
Entity Creation Date:	6/25/1992
Jurisdiction:	GA
Principal Office Address:	1770 INDIAN TRL RD NORCROSS GA 30093
Last Annual Registration Filed Date:	3/9/2011
Last Annual Registration Filed:	2011

Registered Agent

Agent Name:	CT CORPORATION SYSTEM/SHAKINAH EDWARDS
Office Address:	1201 PEACHTREE ST NE ATLANTA GA 30361
Agent County:	

Officers

Title:	CEO
Name:	ALAN B. MILLER
Address:	367 S GULPH RD KING OF PRUSSIA PA 19406
Title:	CFO

Name: STEVE FULTON
Address: 367 S. GULPH ROAD
King of Prussia PA 19406

Title: Secretary
Name: GEORGE H. BRUNNER, JR.
Address: 367 S. GULPH ROAD
King of Prussia PA 19406

PPS Credit References

**Ricoh Business Systems
2405 Commerce Avenue, Suite 600A
Duluth, GA 30096
770-840-4085**

**Cotton States Insurance Company
c/o Ocean National Bank
P.O. Box 1917
Brattleboro, VT 05302-1917**

**Brooksville Printing, LLC
712 S. Main Street
Brooksville, FL 34601**

**Bank of America, N.A.
Chicago, Illinois**



8. AMENDMENTS TO THE RFS (Signed)

It is the respondent's responsibility to assure receipt of all amendments. The respondent shall verify with the designated contact person, prior to submitting a submittal, the number of amendments that have been received. Each amendment to the RFS shall be signed by an authorized person and shall be submitted with the submittal or the submittal shall be deemed non-responsive.

(follows)

AMENDMENT No. 1

DATED: December 6, 2011

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFS No. 800108/LJ

Title: Misdemeanor Probation Services

Request for Submittal Due Date: December 13, 2011

This Amendment is issued to provide additional information and clarification to the RFS document:

A. Respondents are advised of the following changes to the RFS:

1. The sign-in sheet from the Pre-Proposal Conference on November 10, 2011, is provided in this Amendment as Attachment 1.
2. EXHIBIT C, SBE Schedules 1, 2, 3(A), & 4, OSBA SCHEDULE 2, LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR has been revised. The revised OSBA SCHEDULE 2, LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR (dated 10/11/11) is provided in this Amendment as Attachment 2 and shall be submitted in place of the original OSBA SCHEDULE 2, if applicable.

B. Questions received from Sentinel Offender Services and the COUNTY's responses:

- Q.1. Who is the County's current vendor for Misdemeanor Probation Services program?
 - A.1. The current vendor is Pride Integrated Services, Inc.
- Q.2. Who are the Small Business Enterprise (SBE) companies utilized by the current vendor for the Misdemeanor Probation Services program? What services do the SBEs provide for the program?
 - A.2. There are no SBE companies utilized in the current contract.
- Q.3. How many staff does the current vendor employ for this program? Please provide the employee head-count by current vendor office location and/or Court assignment.

A.3. The below chart reflects the current staff count as of November 29, 2011.

Location	Probation Officer	Support Staff
West Palm Beach	12	5.5
Delray Beach	4	2.5
Belle Glade	0.5**	0.5**

**The Belle Glade Office is covered by full-time employees that are allocated to part-time to West Palm Beach and part-time to Belle Glade.

Q.4. What is the current fee schedule utilized by the incumbent vendor?

A.4. The incumbent vendor does not have a cost of supervision (COS) fee schedule. The monthly COS fee is \$50.00 as established by Administrative Order of the Court. Reductions are given on a case by case basis as determined by the incumbent vendors' probation officers.

Q.5. Would the County consider allowing cash collections if the selected vendor provided a secure means for collection and additional insurance coverage?

A.5. No, the Probation Advisory Board (PAB) discussed the acceptance of cash and agreed that it is not a good idea to do.

Q.6. How often is Court in session – daily, weekly, monthly? Is Court held at night or in the weekends?

A.6. Misdemeanor Court is in session daily only. While first appearance court does preside on the weekends, there is no misdemeanor probation services coverage on the weekends. At this time, there are few if any cases brought directly to misdemeanor probation from first appearance.

Q.7. How many clients on average are sentenced to probation per month? What is the average sentence length?

A.7. The average probation sentence length is nine (9) months. The following table illustrates the number of new cases by quarter between October 1, 2010 and September 30, 2011.

New Cases by Quarter between 10/1/10 through 9/30/11

Probation Type	4 th Qtr. 2010	1 st Qtr. 2011	2 nd Qtr. 2011	3 rd Qtr. 2011	Monthly Average
Pre-Trial Intervention (PTI)	304	306	288	292	298
Mail-In	39	37	65	66	52
Standard	789	943	972	882	897
Maximum	0	0	5	5	3
Total	1,132	1,286	1,330	1,245	1,248

Q.8. How many clients are currently active under each of the following statutes:

- a. Maximum?
- b. Standard?
- c. Mail-In?
- d. Administrative?

A.8. Active Clients by Quarter between 10/1/10 through 9/30/11

Probation Type	4th Qtr. 2010	1st Qtr. 2011	2nd Qtr. 2011	3rd Qtr. 2011	Monthly Average	Snapshot Clients as of 11/29/11
Pre-Trial Intervention (PTI)	348	328	336	322	323	323
Mail-In	227	190	170	196	223	223
Standard	2,374	2,312	2,277	2,331	2,314	2,314
Maximum	0	1	0	1	2	2
Administrative	0	0	0	0	0	0
Total	2,949	2,831	2,783	2,850	2,853	2,863

Q.9. How many total active clients are currently supervised? If possible, please provide the break-down by the current vendor office location.

A.9. Active Clients as of 11/29/11 by location

Location	Active Clients
West Palm Beach	1,990
Delray Beach	770
Belle Glade	103
Total	2,863

Q.10. Do the caseloads have to be separated or can one (1) case manager supervise a blended caseload?

A.10. One (1) Case Manager may supervise a blended caseload.

Q.11. Would the Court consider increasing the minimum case load sizes for Standard, Administrative, and Mail-In clients if the selected vendor provided a solution using the latest technological advances and additional centralized/automated support?

A.11. No. The minimum case load sizes are as set forth in the scope of work of the RFS.

Q.12. What percentage of the caseload requires a Pre-Sentence Investigation?

A.12. Three (3) pre-sentence investigations were completed between October 1, 2010 and September 30, 2011.

Q.13. Is employment a condition of Probation/Pretrial? If not, does the non-compliance with employment assistance constitute a violation?

A.13. While employment is a statutory standard condition of probation, a probation or pre-trial client in non-compliance of this condition does not typically result in a violation. The CONTRACTOR is required to help the client find and maintain lawful employment.

Q.14. How many field contacts were performed by the current vendor within the last twelve (12) months?

A.14. There were thirty-three (33) field visits between October 1, 2010 and November 30, 2011: thirty-one (31) were home visits, one (1) employment visit, and one (1) treatment facility visit.

Q.15. How many drug screens were performed by the current vendor within the last six (6) months?

A.15. Number of Drug Screenings between 10/1/10 and 9/30/11

Location	Breath	Drug
West Palm Beach	2,033	2,159
Delray Beach	1,055	850
Belle Glade	112	0
Total	3,200	3,009

Q.16. What resources are available to assist the private vendor in the criminal background checks associated with the pre-sentence investigations?

A.16. Resources are not provided by the County or the PAB to assist with criminal background checks. The CONTRACTOR must procure the ability to perform criminal background checks on their own.

Q.17. (RFS page 6, # 2.7) Will the County withhold from public inspection sections of a proposal response marked "Confidential" by the vendor, such as financial statements from a privately-held company, or will all portions of the proposal response – regardless of the designation of "Confidential" – be released for public inspection?

A.17. As a local government, Palm Beach County has an obligation to disclose information that is deemed a public record. Unless the information submitted is exempt from the public records law such as a trade secret, the information must be released to the public if so requested. However, Florida Statutes Section 119.071 (1) (b) 1.a provides that: "...proposals, or replies received by the agency in response to a competitive solicitation are temporarily exempt from public records until such time the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or replies, whichever is earlier."

The County will notify the proposer prior to disclosing any document that is stamped confidential and is not exempt from the specific statutory exemption or does not meet the definition of trade secret, as defined in Florida Statutes 812.081. Unless a specific document or specific information in your proposal is marked confidential or proprietary, the County will not examine the document or information to determine whether the document or information is confidential or proprietary under the Public Records Law.

Q.18. (RFS pages 15 – 17, Response Format) Page 15 of the RFS provides the submission format for a "Technical Proposal", however there is no indication of an additional volume (such as "Price Proposal") that would indicate the need for such a separation; nor are there instructions for how / where to submit pricing information. Would the County please provide specific submission instructions for the pricing requirements?

A.18. There is no pricing submittal information required since the vendor will pay the County five thousand (\$5,000.00) dollars per year, including renewals. See Article 4, Payments to County, of the Contract that is provided as Attachment 1 to the RFS.

Q.19. Is it still the County's intention to post the list of attendees for the pre-bidders' conference?

A.19. Yes, see Section A. Item 1. above.

C. Questions received during the Non-Mandatory Pre-Proposal Conference and the Criminal Justice Commission's responses:

Q.1. Is the intent that drug screenings are to be conducted at a lab or is it permitted to perform certain testing in the field if a lab is available if the results are protested by the offender.

A.1. Drug testing must be done at a laboratory in all cases.

Q.2. Section 4.8.11 requires the vendor to be responsible for any unpaid restitution fines, or court costs if a probationer has been terminated early without completing the conditions of probation. Is this correct?

A.2. Yes, the selected CONTRACTOR is responsible for any unpaid restitution, fines, or court costs if they agreed to early termination of probation without making sure that the probationer had fulfilled all conditions of probation.

All changes addressed in this Amendment No. 1 shall be incorporated into RFS No. 800108/LJ and the final contract. All other terms and conditions of the RFS remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Submittal Response. Each Amendment to the RFS shall be signed by an authorized agent and submitted with the submittal or the submittal shall be deemed non-responsive.

Donna Pagel
Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

PPS
COMPANY NAME

[Signature]
SIGNATURE

12.8.2014
DATE

*****REGISTRATION*****
PRE-PROPOSAL CONFERENCE

RFS No. 800108/LJ
TITLE: Misdemeanor Probation Services

*****DO NOT REMOVE THIS REGISTER*****
IF AVAILABLE PLEASE LEAVE A BUSINESS CARD

IF YOU ARE REPRESENTING A COMPANY OR COMPANIES
PLEASE PROVIDE THE NAME OR NAMES OF THE
COMPANY/COMPANIES ON THE REGISTER

*****PLEASE PRINT*****

-
- 1.) Company: Sentinel Offender Services Contact Person: Thomas Williams
Address: 3675 Crestwood Parkway Phone#: (913) 281-7283
(Please, no P.O. box numbers)
Suite B Fax#: (678) 924-8914
Duluth, GA 30096 Cell#: (913) 281-7283
e-mail: twilliams@sentrak.com

 - 2.) Company: Prof. Probation Services Contact Person: Clay Cox
Address: 1775 Indian Trail Rd. Phone#: (678) 218 4100
(Please, no P.O. box numbers)
Northcross, GA Fax#: (678) 218 4104
suite 350 30093 Cell#: (494) 395 3609
e-mail: ccox@ppsinfo.net

 - 3.) Company: Pride Integrated Serv Contact Person: Maurice Eric Kaws
Address: 1310 N. Congress Ave Phone#: (561) 684-2370
(Please, no P.O. box numbers)
West Palm Beach Fax#: (561) 684-0069
FL 33409 Cell#: (561) 722-7876
e-mail: mbric.kaws@aboutpride.org
-

*****DO NOT REMOVE THIS REGISTER*****

- 4.) Company: Court Options Contact Person: Rubén Valdivia
Address: 17984 SW 97th Ave Phone#: (305) 333-2442
(Please no P.O. box numbers)
Miami, FL 33157 Fax#: ()
Cell#: ()
e-mail: RUSCRAM@AOL.COM
- 5.) Company: JUD. CORRECTION SVCS. Contact Person: DENNIS MOORE
Address: 240 N. RIDGEWOOD AVE. Phone#: (386) 323-0677
(Please no P.O. box numbers)
DAYTONA BEACH, FL Fax#: ()
32128 Cell#: (386) 323-334-7713
e-mail: AMOORE@JUDICIALSERVICES.CO
- 6.) Company: SLOGGERT ASSOC Contact Person: GEOFF SLOGGERT
Address: 500 S. AUSTRALIAN AVE Phone#: (561) 689-2202
(Please no P.O. box numbers)
5017A 110 Fax#: (561) 689-8380
WPK FL 33401 Cell#: (561) 718-3797
e-mail: GOSSE.SLOGGERT@
- 7.) Company: Court Programs Inc. Contact Person: BARRY D. GILES
Address: 1418 Old Dixie Hwy Phone#: (772) 564.0995
(Please no P.O. box numbers)
VERO BEACH FL Fax#: (772) 564.0955
32960 Cell#: (772) 321.212.8941
e-mail: bgiles@CPI.SecurEART.com
- 8.) Company: _____ Contact Person: _____
Address: _____ Phone#: (_____) _____
(Please no P.O. box numbers)
_____ Fax#: (_____) _____
_____ Cell#: (_____) _____
e-mail: _____

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

Attachment 2 to Amendment No. 1
RFS No. 800108/LJ

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____ / _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Print name of Bidder
By: _____
Signature

Print name of SBE-M/WBE Subcontractor
By: _____
Signature

Print name/title of person executing on behalf of the Bidder

Print name/title of person executing on behalf of SBE-M/WBE Subcontractor

Date: _____



9. **ADDITIONAL INFORMATION**

Information considered by the respondent to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

PPS is uniquely qualified to provide services to the Palm Beach County Court System.

Not only is our approach of encouraging offender success unique, but our services and products are as well. The following bullets are *just a few* that set us apart:

1. **The UHS family of companies**.....As part of the UHS corporation, PPS offenders have access to the largest and best behavioral health facilities in the world, often with the advantage of third party pay-ors. However, PPS NEVER refers offenders directly to any UHS facility.
2. **Electronic Monitoring**.....PPS House Arrest sets curfews, limits the offender to their home on a schedule set by the Court while verifying voice, and testing or alcohol use. PPS GPS *exclusively* offers 24/7 active monitoring with alcohol detection- through our trans-dermal anklet sensor.
3. **Saturday and Evening Reporting**PPS offenders can transfer their case and report to any of our 42 locations, and we are open from 8:00 AM – 7:00 PM Monday – Friday. We are also open on Saturdays so that folks don't miss work to report to our offices.
4. **Levels of Supervision**..... Pay-Only Supervision, Basic Probation Supervision, Intensive Probation Supervision, County Ordinance Enforcement Supervision, and

Pre-Trial programs give our courts options that keep offenders out of jail, and promote success.

5. **PPS Information Technology**.....PPS can directly down-load, or batch file offender information into our courts computer systems. Our judges, clerks, officials, and even police on the street can access PPS offender records, including financial and warrant status with a simple internet access.
6. **Services to Indigents**.....Any and all PPS services shall be provided to those offenders the Court finds to be indigent and orders as such. As we do all of our offenders, be they pay only, or intensive, we will work diligently to address the offender's reasons for indigency.
7. **24 Hour Availability**.....Your local probation staff will be provided to the court and to the county on a 24-hour basis. Many of our courts require after hour activity (late-night hearings, weekend jail hearings, etc.) and PPS has responded by providing the means to contacting the probation officers at any time. A PPS "Officer of the Day" is on 24 hour call 7 days per week and available to the court after normal business hours for any reason
8. **The PPS "Pay-Only" Solution.**

Another unfortunate gimmick proposed by many upstart companies in our industry is the "pay-only" scheme. Rather than simply piling an unlimited number of probationers into a pay only status, after collecting a start up fee, *PPS offers a true pay only supervision, with a caseload limit of 250 per officer.* Under our program, probationers receive the *first two months free*, pay no set up fee, and can pay by traditional office visit, mail, or even over the internet. But a PPS Probation Officer,

fully educated and trained will manage their case, addressing the reasons why the pay only probationer was unable to pay their fine in court in the first place, and offering cost-free life solutions to the probationer when appropriate.

9. The PPS Department of Standards Enforcement

Since its inception, PPS has been dedicated to the creation and implementation of the highest standards in the probation industry. We maintain high expectations for our management and staff as they serve our contracted courts. This approach to quality and standards has truly set us apart from not only our competitors in the private sector, but from the State operated probation departments as well.

Teaching standards of caseload supervision begins with the PPS Basic Training course of 40 hours, continues with 40 hours of annual in service training, and culminates with an officer's daily activities on the job. All staff members are given a training manual that outlines PPS's Standard Operating Procedures (SOP). Such operating procedures are used as a guide to create unique and personalized standards for every court and judge we serve. Our officers are taught at new employee training that the court is our "customer" and serving that customer begins and ends with the court's sentence of probation. We take very seriously the responsibility of holding defendants to **ALL** conditions of a probated sentence. This includes overseeing the successful completion of not only all financial obligations, but also any Special Conditions, such as Community Service, DUI schools, Alcohol and Drug Treatment, and any other condition the court deems appropriate. Any violations of the conditions of probation are dealt with promptly and are brought to the court's attention.

PPS utilizes many tools to accomplish the task of maintaining quality standards. These tools are taught and overseen by the Department of Standards. This department is headed by David Jacobs, Senior V.P. of Standards. He reports directly to the Executive Vice President and relays all breaches and inefficiencies in standards to the appropriate State V.P. or office manager for immediate action. The following is a list and brief description of many of the tools utilized by the Department of Standards and staff at PPS:

Bi-Annual Office Audits

Every PPS office is audited twice each year in order to verify that all office procedures are being followed. This audit includes file audits, financial responsibilities, computer integrity checks, maintenance of office logs, security issues, etc.

Caseload Audits

Every caseload at PPS is audited quarterly by an experienced Audit Team member. These caseload audits identify any weaknesses in supervision by touching every page and electronic file of every caseload.

Monthly Officer Report

At the end of every month, all probation officers are given a report of all the active cases assigned to their caseload. This report is then used to identify the status of each case in order to account for every defendant, every month.

Daily Calendars

Every probation officer is required to keep a daily electronic calendar of all defendants that are scheduled to report. When a defendant misses a scheduled appointment the officer attempts to reach the defendant by phone or mail addressing any cases of absconding from supervision.

Expiration List

Officers are required to maintain an expiration list of all cases that are set to expire within the next 90 days. This list helps to assure that all conditions of probation are met prior to the expiration of the case.

Office Logs and Reports

A variety of reports and logs are maintained in our probation offices to assure quality control and organization. These logs and reports are readily available to our contracted courts, and include case termination logs, drug screen logs, data-editing logs, data-back-up logs, case transfer logs, etc.



10. GENERAL REQUIREMENTS

A. Provide all management, supervision, probation officers, intake officers, clerks, and other personnel necessary to responsibly supervise all persons placed on misdemeanor probation or pretrial intervention by the County Court and to comply with the provisions of this Contract and State law.

PPS shall provide a manager, probation officers and accounting staff at each of our three Palm Beach locations. PPS contractually limits our caseloads as follows:

TYPE OF SUPERVISION	MAXIMUM CASELOAD
Pay Only Supervision	225
Standard Basic Probation	200
County Ordinance Compliance Supervision	100
Maximum Probation	50
Voice Verification Supervision	100
Pre-Judicial/Pre-Sentence Supervision	225
Mail-In Supervision	225
Administrative Non-Reporting	225

All personnel, regardless of position complete a 40 hour Basic Training Course at our corporate office, and subsequent training as listed below. PPS does not hire those applicants who have been convicted of a felony or misdemeanor of moral turpitude. All employees submit to pre-employment drug screens and random screenings throughout employment. PPS shoulders the cost of all training, in house, through our Department of Standards and Training, or third party.

<u>Position</u>	<u>Education Requirement</u>	<u>Experience Requirement</u>	<u>Training</u>
Office Manager	B.S. Related Field	Five Years Minimum	40 Hrs
Probation Officer	B.A./B.S. Related Field	Two Years Minimum	40 Hrs
Court Intake Spec.	Associates Degree	One Year Minimum	20 Hrs
Sec/Acct Clerk	Associates Degree	One Year Minimum	20 Hrs

As previously noted as well, PPS management staff exceed the minimum requirements for age and experience.

Our turnover is remarkably low because PPS employees enjoy, just 30 days after their hire date, our full benefits package: UHS health, vision, dental, long and short term disability; 401K, UHS stock purchase plan, UHS deferred compensation plan, college savings plan, tuition reimbursement, two-three weeks paid vacation (depending on tenure), sick leave, and travel reimbursement.

Our salaries are more than competitive relative to the industry-public or private. It is no wonder that PPS has a low turnover rate. This is by design, as we understand that if our judges and clerks can work with people that they know and trust- and keep them, then PPS will keep contracts. The results speak for themselves. Many of our courts have been with us since 1992, and we still proudly serve our very first- Norcross, Georgia Municipal Court.

PPS is committed to providing each Judge with professional and ethical staff. PPS welcomes the County Court Judges and PBA to participate at any level of the hiring process including review of resumes and participating in interviews. PPS will not hire a staff member over the objection of a contracted Judge, nor will PPS retain an employee that the court feels has perform or could perform below an acceptable level of professionalism.

B. Provide all equipment, supplies, office space, and other items/materials required to professionally maintain the misdemeanor probation program.

PPS shall provide all above stated items at no cost to Palm Beach County.

C. Maintain case files in hardcopy and electronic format as part of a computerized case management system in order to effectively monitor cases, offenders, and probation staff and to assist with the annual audit completed by the Probation Advisory Board.

PPS will, if necessary and at no cost to the Court, supply each applicable member of the Court staff (i.e. Judges, Administrators, etc.) with a computer (laptop or desktop) containing a multi-user copy of the PPS OTS software. This program is internet based, and is networked directly to the PPS multi-user data base, allowing Court staff to access any probationer's files viewing financial and special condition compliance records, field notes, appointment schedules and missed appointments, a digital photograph of each offender, drug screen results, at any time 24-hours per day, thus making the Court a mirror site of the PPS probation offices. The software even allows remote user to generate and view reports combining any of the data fields. ***This program assigns security rights (passwords) at the menu level to individual or groups of users, including court staff, ensuring that offender data- financial and otherwise- is only available to the Court or other authorized county officials.***

PPS OTS can, on a daily basis send a batch file of receipt and other data to the County's system, automatically updating the Court's data files. PPS provides this service to dozens of its courts. The PPS I.T. department will do whatever it takes to ensure that PPS OTS provides the court with its data in a format and on a schedule that pleases the court.

PPS OTS is in compliance with state and federal probation guidelines. This program will download or integrate as described above, information to and from the Court's systems. PPS will provide the Court with all future updates to the PPS OTS system, as well as the minimal necessary training for Court staff that will be using the software.

Additionally, OTS provides each offender with an itemized receipt at the time of remittance, detailing all debts, money application, and outstanding balances. PPS maintains separate accounts for fines and restitution and probation fees. OTS also allows reports to be compiled at

any time combining any field of data maintained by the system. Court staff can view reports, for example, specific to offense type, sentence date, tolling date, un-tolling date, expiration date, probation officer, warrant status, etc., or any combination thereof, 24/7 using the internet.

Further, to ensure the security of the court's data, PPS has the following security standards in place at each location:

1. Data is backed up to the PPS server nightly. A back-up log is maintained.
2. PPSI OTS is password protected at all access levels allowing only designated personnel to accept payments or manipulate data tables. Any access to data tables is done so by management and is logged manually and by OTS internally.
3. All payments are immediately secured within a bolted drop safe. Access to the safe is controlled by key and a combination known only by the PPS office manager.
4. All PPS pay windows are monitored by 24/7 security cameras, and all activity is taped. Tapes are removed monthly, logged and stored at the corporate office. The activity of the accounting clerks as well as the probationer is recorded by the camera(s) and data, and personal security of staff is a primary focus of the PPS Basic Employee Training Course.
5. An armored service provider makes deposits into the County's account daily.
6. Hard copies of all receipts, and original court documents are maintained in an offender named file in a locked and fireproof filing cabinet in each individual officer's office with the corresponding caseload.

Illustrations, or "screen shots" of our proprietary software, PPS-OTS follow.

Personal Information

OTS Support

PPSI: 42421011622
 NAME: JAMES SMITH
 ADDRESS: 122 EAST WEST ST
 APT - 134 D
 TOWNS, AL 31999-0032
 HOME PHONE: 777.342.1233
 CELL PHONE: 778.344.3333



EMPLOYER: JR BUILDERS
 ADDRESS: 1234 SOUTH AV
 TOWNS, AL 31999
 WORK PHONE: 778.344.3333

DOB: 1982-07-01
 SEX: MALE
 HEIGHT: 6-2
 WEIGHT: 205
 HAIR: BLONDE
 EYES: BLUE

NAME #1: NANCY SMITH
 ADDRESS: 122 EAST WEST ST
 APT - 134 D
 TOWNS, AL 31999-0032
 PHONE: 777.342.1233
 RELATIONSHIP: WIFE

Next Report Date: 03-25-2008
 Time: 10:35 pm

NAME #2: JANE ROGERS
 ADDRESS: 1600 PIKE AV
 TOWNS, AL 31999
 PHONE: 888-333-1111
 RELATIONSHIP: MOTHER

Community Services: Hours: 0.00 Hrs Completed: 0.00 Hrs Remain: 0.00
 MH Assessment: Completed on:

A&D Assessment: Completed on:
 AA Meetings: Completed on:
 Alcohol Awareness: Completed on: 0000-00-00
 Domestic Violence Program: Completed on: 0000-00-00
 Victim Impact Panel: Completed on:
 Tag Forfeiture: Completed on: 0000-00-00
 Ignition Interlock: bsp: Completed on: 0000-00-00
 Number of Days in CS W.A.P.:
 Values Clarification: Completed on: 0000-00-00
 Contact Restrictions: With:
 Complete DUI/Risk Reduction: Completed on: 0000-00-00
 After Completion of all Conditions:

ID	Officer	Judge	Offenses	Sentenced
17-2128	ODOINELL, M.	RUSSELL	NPI	2007-02-28

Date	Notes
2007-03-21	CONDITIONS: \$1449 FINE \$800 SUSPENDED IF NO VIOLAT
2007-03-27	DEF INCARCERATED IN CCSO FOR 24 DAYS. DEF SHOULD
2007-06-29	SEE NOTES ON OTHER CASE, MO
2007-07-30	EXP 2/27/08. SEE NOTES ON OTHER CASE, MO
2007-09-11	WARRANT ISSUED FOR ABSCONDING, WAS INFORMED BY MISSED SENTENCING IN FIRST DISTRICT COURT AND HAS

Offenses Summary

ID	Officer	Judge	Offenses	Sentenced	Start Date	End Date	Type	Ordered	Paid	Balance
061100165	FRAUGHTON, J.	JUDKINS	FAIL TO REPORT CHILD AB	2006-06-19	2006-07-01	2007-06-18	FINE	600.00	313.00	85.00

Payment History

Rec No	Date	Id	Type	Amount
43359001558	2006-07-05	061100165	FINE	20.00
43359003633	2006-09-27	061100165	FINE	10.00
43359007464	2007-02-21	061100165	FINE	30.00
43359008508	2007-03-28	061100165	FINE	30.00
43359009183	2007-04-25	061100165	FINE	70.00
43359010201	2007-05-30	061100165	FINE	10.00
43359010844	2007-06-27	061100165	FINE	30.00
43359011503	2007-07-26	061100165	FINE	30.00
43359012340	2007-08-29	061100165	FINE	30.00
43359012891	2007-09-26	061100165	FINE	50.00
43359013558	2007-10-24	061100165	FINE	30.00
43359014293	2007-11-21	061100165	FINE	35.00
43359015042	2007-12-26	061100165	FINE	30.00
43359016036	2008-01-30	061100165	FINE	35.00
43421016816	2008-02-27	061100165	FINE	35.00
43421017547	2008-03-26	061100165	FINE	40.00

Date	Narrative
2006-07-07	OC ON 7/5/06 AT 9:30. CLEINT MET WITH LIZ, HAS NOT SIGNED UP FOR MENTAL HEALTH EVAL. FAMILY MEMBERS HAVE FELONIES, NEED APPROVAL, 0 CHANGES OR ARRESTS SINCE COURT. SHE READ, UNDERSTOOD, AND SIGNED THE PROBATION AGREEMENT AS WELL AS COMMUNITY SERVICE PAPERS. NOC 8/9/06 AT 9:30.
2006-09-27	OC- DEF PAID 30 TO FEE AND 10 TO FINE, FB=570. EXPRESSED CONCERN OVER CS HOURS, BABYSITS GRANDKID FOR 13 HOURS A DAYS 5-6 DAYS A WEEK, NOC 10/18/06@5:30, MO
2006-10-18	OC- DEF PAID 30 TO FEE, HAS THINGS WORKED OUT FOR CS. NO CHANGES OR ARRESTS. NOC 11/29/06 @ 5:30. MO
2006-11-29	OC- DEF PAID 30 TO FEE, HAS COMPLETED SEVERAL OF THE CS HOURS, NOC 12/20/06 @ 5:30. MO
2006-12-20	OC- DEF PAID 30 TO FEE, FB=570, ALMOST FINISHED WITH CS. NO CHANGES OR ARRESTS. NOC 1/24/07 @ 5:30. MO
2007-02-21	OC- DEF PAID 30 TO FEE AND 30 TO FINE, FB=540. WILL START TX NEXT MONTH. NO CHANGES OR ARRESTS. HAD COMPLETED CS LAST MONTH. NOC 3/29/07 @ 5:30. MO
2007-03-28	OC- DEF PAID 30 TO FEE AND 30 TO FINE, FB=510, NEED TO CALL KAREN AT BRMH FOR COC. WILL BE STARTING SCHOOL AGAIN. NOC 4/25/07 @ 5:30. MO
2007-04-25	OC- DEF PAID 30 TO FEE AND 70 TO FINE, ADDRESS: 121 E 2ND SOUTH FRANKLIN, PHONE: 208-646-2426. EMPLOYMENT: GRAVE AT WEST POINT DAIRY, FB=440, IS STILL WORKING WITH BRAD. NOC 5/30/07 @ 5:30. MO
2007-05-30	OC- DEF PAID 30 TO FEE AND 10 TO FINE, ADDRESS: 121 E 2ND SOUTH FRANKLIN, PHONE: 208-646-2426. EMPLOYMENT: UNEMPLOYED, FB=430. DEF SIGNED MOD FOR EXTENSION. NOC 6/27/07 @ 5:30. MO
2007-06-27	DEF PD \$60 30/30 FB=400/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF COMPLETED CS HRS-SEE FILE/DEF COMPLETED MH EVAL BUT NOTHING HAS BEEN RECEIVED FROM BR-NEED TO CONTACT THEM/NOC 07/26/07 @ 5:30. JF
2007-07-27	DEF PD \$60 30/30 FB=370/DEF REPORTS 0 CHANGES/0 ARRESTS/STILL NOTHING RECEIVED FROM BRMH FOR HER EVAL-TOLD TO CONTACT THEM TO GET IT/NOC 08/29/07 @ 5:30. JF
2007-08-03	MOD TO EXT PROBATION GRANTED. CASE EXP 06/17/08. JF
2007-08-29	DEF PD \$60 30/30 FB=340/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF PROVIDED SECONDARY PHONE TO REACH HER AT:435-757-7284-DAUGHTER CELL PHONE, DONNA/STILL NEED MH EVAL/NOC 09/26/07 @ 5:30. JF
2007-09-26	OV-DEF PD/DEF REPORTS 0 CHANGES/0 ARRESTS/STILL HAVE NOT RECEIVED MH EVAL RESULTS/NOC 10/24/07 @ 5:30. JF
2007-10-24	OV-DEF PD \$65 35/30 FB=260/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF HAS ONLY FB LEFT TO PAY/NOC 11/21/07 @ 5:30. JF
2007-11-21	OV-DEF PD \$60 25/35 FB=225/ADDRESS: 121 E 2ND SOUTH FRANKLIN, PHONE: 2 26/DEF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH/NOC 12/26/07 @ 5:30. JF
2007-12-27	OV-DEF PD \$60 30/30 FB=195/ADDRESS: 121 E 2ND SOUTH FRANKLIN ID , PHONE: 4 38/DEF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH AND PAY FINE/CASE EXP 06/17/08/NOC 01/30/08 @ 5:00. JF
2008-01-30	OV-DEF PD \$65 35/30 FB=165/ADDRESS: 121 E 2ND SOUTH FRANKLIN ID , PHONE: EF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH AND PAY FINE/CASE EXP 06/17/08/NOC 02/27/08-DEF ALWAYS HAS APT ON LAST WED OF EACH MONTH AND HAS NEVER MISSED. JF
2008-02-27	OV-DEF PD \$65 30/35 FB=125/DEF VERIFIED CONTACT INFO/DEF MAY BE GETTING JOB AT ANNIVERSARY INN/DEF HAS FB LEFT TO OPAY/NOC 03/26/08. JF
2008-03-27	OV-DEF PD \$70 35/35 FB=85/DEF VERIFIED CONTACT INFO/DEF REPORTS 0 ARRESTS/NEED TO CONTACT BRMH FOR EVAL/NOC 04/23/08 @ 5:00. JF

D. Maintain at least three (3) offices within Palm Beach County to ensure efficient service to their clientele. One office shall be maintained in the West Palm Beach area, one in the Delray Beach area, and one in the Belle Glade area. In addition, the COUNTY shall review CONTRACTOR's caseload annually to determine whether adjustments to coverage are required to meet the needs of offenders residing in those areas. All adjustments to coverage must be approved by the Probation Advisory Board and Criminal Justice Commission.

PPS shall comply with the above three office requirement. PPS shall confer with the PAB regarding the same.

E. Have flexible hours of operation that accommodate immediate intake interviews referred to respondent by the Court and the State Attorney's Office. These hours should consider probation clients' ability to maintain gainful employment and/or work responsibilities. Furthermore, **CONTRACTOR** shall maintain the following hours of operation: three (3) extended hours per week for reporting, where offices are opened past 5:00 PM during the work week (Monday - Friday) and/or on Saturday.

PPS offices are each open six days per week and until 7:00 PM to encourage offender success.

In addition to the three PPS Palm Beach locations, PPS Palm Beach offenders will be able to transfer their case to any of our locations in Florida or the various states in which we operate.

Our OTS computer system allows their payments and documentation to take place at any PPS location.



11. Pre-Sentence Investigation Reporting

The sentencing judge may from time to time request CONTRACTOR to prepare a pre-sentence investigation report on an individual prior to sentencing. Upon such request, CONTRACTOR shall make the report, in writing, at the time specified by the Court. The report shall include, but not be limited to, the following:

- A. Defendant's identification including aliases (AKAs), sex, race, date of birth, social security number, address, telephone number, marital status, driver's license number, and any other information deemed appropriate by the Court.
- B. Complete description of the situation surrounding the criminal activity for which the defendant has been charged.
- C. Social history to include education, employment, family relationship, marital status, residence, and financial status.
- D. Prior criminal history via defendant's statement and records check. Note: National Crime Information Center/Florida Crime Information Center (NCIC/FCIC) may be requested from the State Attorney by the judge.
- E. A recommendation as to disposition by the Court. CONTRACTOR shall give a rationale for the recommendation.

PPS provides at no additional cost, thorough pre-sentence investigations containing each of the above requirements as well as additional information. Additionally, **PPS has obtained an LOI number in Florida and is authorized through inter agency agreements acknowledged by FDLE and FBI to access criminal histories; both NCIC and FCIC.** PPS shall incorporate these inquiries in each PSI completed.

PPS can also offer supervision Pre-Sentence or Pre-Trial Supervision in conjunction or with PSIs:

Pre-Trial Supervision / Conditional Release

“Face to Face” Supervision

Participants are visited once weekly in their homes by a PPS House Arrest Officer. Each defendant is also seen once weekly in the local PPS office and screened for THC, Cocaine, and other frequently abused illicit drugs. PPS locations will be open during business hours as well as Saturdays and evenings. PPS staff will be available 24/7 for Court, Police or Sheriff's Department for support, and all participant violations are addressed immediately.

Electronic Monitoring, Simultaneous with “Face to Face”

Offender is actively monitored with anklet monitoring which includes random breath alcohol screenings in the defendant's home. Scheduling feature allows defendant to leave his/her residence as approved by the Court, Police, or Solicitor department and or the PPS House Arrest Officer, for approved reasons such as work, AA meetings, reporting to PPS, or other purposes. The Court may also utilize GPS Monitoring as the EM option for Pre-Trial. The PPS GPS device exclusively offers active 24/7 location monitoring including speed of travel, exclusionary zones and an anklet that features trans-dermal (skin and perspiration) alcohol detection. All violations are reported to the monitoring center immediately, and PPS will address all electronic violations within moments of their occurrence.

PPS Pre-Sentence Investigations

PPS provides several thousand PSIs each year to our courts. These personal histories make for an excellent tool for the court as it considers sentencing and include information on family history, work history, previous addiction issues, and criminal behavior. Reports are typically completed within three weeks allowing for enough time

for the PPS officer to interview all pertinent individuals and complete the adequate research. PPS officers provide the Court with the finished product at least three business days prior to the scheduled sentencing court date, and attend the sentencing proceedings to be available to the Court in the event of needed clarifications.

A SAMPLE PSI FOLLOWS (13 Pages)

PRE-SENTENCE INVESTIGATION

Sandy Justice Court
Case #: 101001400, 101001409, 101002044, 101002042, 101002065
Sentencing: Tuesday, February 08, 2011 at 2:00 PM
Judge Susan Weidauer, Presiding
Defendant pro se
Report prepared on January 29, 2011

DEFENDANT

[REDACTED]
1721 Lone Oak Drive
Draper, Utah 84020
Home Phone: (801) 758-3789

36-year old Caucasian male
DOB: 05/17/1974
SSN: [REDACTED]
Cell Phone: (801) 910-9898

(1) PRESENT OFFENSE AND SUMMARY

The defendant appeared before the court on December 10, 2010 and a pre-sentence investigation was ordered for case **101001400** – Glue Sniffing (Psycho Toxic), a Class B Misdemeanor. The case was filed on August 19, 2010.

LEGAL CIRCUMSTANCES OF THE OFFENSE

According to the police report, an employee at a Target store saw the defendant lying on the floor of the men's restroom and suspected that the defendant was "huffing" dust off. When the police arrived, the defendant was sitting on the floor in the last stall of the restroom. They found three empty cans of dust off and the defendant admitted they were his. He stated that he had been clean for about six weeks. The defendant also told the officer that he had an alcohol problem and was trying to quit, so he turned to dust off. Using the store receipt, the police determined that the defendant was in the restroom for about an hour and 45 minutes. The defendant admitted to having lost consciousness and some dried blood was found on his cheek that the defendant couldn't explain.

DEFENDANT'S CIRCUMSTANCES OF THE OFFENSE

The defendant provided the following written statement regarding circumstances of the offense. All written statements contain the original spelling and grammar.

"This incident occurred in Sandy Utah at 10130 South State on the evening of 08/17/2010. Earlier that day I had been shopping at ShopKo where I purchased the cans of dust off After paying for the dust off I went into the men's restroom with the intention to use the facilities for there intended purpose, but shortly began to use the dust-at the location identified above in attempts to get high."

DEFENDANT'S CIRCUMSTANCES OF THE OFFENSE (cont'd.)

"Duster is not a drug for which I had been using for a very long period of time; only since May of 2010. In only that short time I was hooked! I used the drug to escape reality, as I had just been let go from my 15 year career of \$120,000.000 annually. Furthermore, my same sex partnership of 16 years was further estranged which was causing me great stress. Being without a job only compounded my financial burdens I just felt like I needed something that would allow me to escape reality and avoid dealing with the issues head-on."

"This incident was very hard on me as I had only been out of rehab for 1 month and it seems as though my word was crashing down around me. The loss of my Job was the straw that broke the camels back for the lack of a better term. That said, the very next day I was arrested again in Sandy for the abuse of a psycho-toxin. At this point, and despite my financial predicament I cash out my 401K of \$35,000.00 and checked myself into a second residential treatment facility by the name of, "Summit Lodge". I learned a great deal during my 70-day stay. I learned that I needed to have a high-power in a life at all times, and I need to surrender my will to whatever that higher power is. I also learn the power of meditation, and that a simple meditation exercise can reduce the cravings for the drug. It worked when I applied it! During this time I was also able to make further reconciliation with key people in my life, as well as finally take ownership for my action. I also met with a personal counselor on a week basis to discuss my progress, and potential obstacles, and my overall mental health of being. This too was a very intense program that was well worth the \$14,000.00 of my own personal money for which I had to pay."

"Once again, I cannot admit to be perfect, and I have had a few relapses along the way to recovery, but I'm determined to kick this habit! Overall I feel as though I'm much better equipped since graduating my second treatment program. That said, I intend to stay the course with my participation in AA, and NA meetings, as well as the aftercare programs for both Journey and Summit, and regular counseling sessions. I have also recently started to take a monthly injection of the prescription drug by the name of Vivitrol. Vivitrol, not only blocks the effects of drugs and alcohol, but it has also been proven to reduce overall cravings. I must admit it works!!! I can only hope that the continuation of these coping mechanisms, along with a healthy lifestyle will allow me to stay on the road of recovery."

(2) PRESENT OFFENSE AND SUMMARY

The defendant appeared before the court on December 10, 2010 and a pre-sentence investigation was ordered for case **101001409** – Glue Sniffing (Psycho Toxic), a Class B Misdemeanor, and Fail to Appear or Comply, a Class C Misdemeanor. The case was filed on August 20, 2010.

LEGAL CIRCUMSTANCES OF THE OFFENSE

According to the police report, the defendant was observed in the Center Street Park inhaling something. The police were called and found a mostly empty bottle of "Gas Duster." The defendant was having a hard time speaking, appeared disoriented, and had bloodshot eyes. The officer did not detect an odor of alcohol. The defendant admitted to purchasing the can of "Gas Duster" with the intention of getting high and that he had been in a West Valley court that morning for the same offense. Fire was called out to check on the defendant's health, and he was released without being taken to the hospital.

DEFENDANT'S CIRCUMSTANCES OF THE OFFENSE

The defendant provided the following written statement regarding circumstances of the offense. All written statements contain the original spelling and grammar.

"This incident occurred in Sandy Utah at 120 East 8960 South on the evening of 08/18/2010. Earlier that day I had been in court in WVC for DUI charges. I was arrested the day before, and as was stated in my last incident report I just lost my job. Furthermore, after learning that my case did not go so well I went shopping at Bestbuy where I purchased the cans of dust off. After paying for the dust off I walked to the Traxx Train and rode the train to 90th South. Then exited the train and walk a short distance to the park located adjacent to the Traxx Station. I then began to use the dust-at the location identified above in attempts to get high."

"This incident as was the one the day prior was very hard on me as I had only been out of rehab for 1 month and it seems as though my word was crashing down around me."

(3) PRESENT OFFENSE AND SUMMARY

The defendant appeared before the court on December 10, 2010 and a pre-sentence investigation was ordered for case **101002044** – Glue Sniffing (Psycho Toxic), a Class B Misdemeanor, and Obstruction of Justice, a Class A Misdemeanor. The case was filed on November 19, 2010.

LEGAL CIRCUMSTANCES OF THE OFFENSE

According to the police report, the South Towne Mall Security called the police to report that the defendant was huffing aid duster and when they confronted him, he ran on foot and was hiding in some bushes at the south end of the mall. When the police arrived, Security told them that the defendant was still in the bushes, but could not be seen. The officer called out to the defendant three times and warned him that Police K9 was being used and he could be injured if he did not respond. The defendant did not respond. K9 Hook was deployed in muzzle to find him. K9 Hook went into the bushes and the defendant ran out and jumped over a fence into the parking lot. The officer and K9 Hook followed the defendant who was found hiding under a vehicle. K9 Hook engaged the suspect and muzzle punched him several times in the leg. The officer grabbed the defendant leg and began to pull him from under the vehicle and another officer was required as the defendant was resisting and holding onto the undercarriage of the vehicle. The defendant was eventually handcuffed and informed that he would be arrested. At this point the defendant attempted to get to his feet to resist arrest and K9 Hook engaged him again until he was subdued.

DEFENDANT'S CIRCUMSTANCES OF THE OFFENSE

The defendant provided the following written statement regarding circumstances of the offense. All written statements contain the original spelling and grammar.

"This incident occurred in Sandy Utah at the South Towne Mall (Macys Parking Lot) on the evening of 11/17/2010. I was just getting off Traxx and was making my way toward 106th in order to catch a taxi for the remainder of my journey home. I was extreme stress that day, as once again I had just been released from rehab, and without a job and the peer support of the residential facility I was feeling depressed and very vulnerable. I walk by the Staples at approximately 101 South State and fought the attempted to fight the urge to stop in. I was to weak and went in to purchase some duster. After paying for the dust off I walked to the across the street to the South Towne mall on my way to the gas station on 106th where I was meeting my taxi driver. I was using the duster along the way, and was stopped by mall security where I was asked to leave the property. I proceeded to do so, but as I trekked across the mall parking lot to get to my destination (Leaving the premises) I was stopped again by mall security. I told them I was leaving and I was just trying to get to the gas station across the street from the Mall on South side. I then proceeded to continue walking in efforts to exit the property. I proceeded to jump a short fence and walk through some bushes on the South end (this seems like a faster route to exit the property) when, I was confronted by police yelling though a PA to reveal myself. I was scared, as I was just trying to leave in the first place. I started to walk back and jump back over the fence, was I was then attacked by a K9 dog. The dog scared me as I had never had a dog released on my. I crawled under vehicle in attempts to get away from the dog. Nevertheless, the officers came called off the dog and pulled me out from under the vehicle. I was not resisting arrest at that juncture as the police report indicates. I was very cooperative once the dog was called off. The report seems to glorify the incident in favor of Sandy Police in this case. Furthermore the statement indicates that "The suspect was identified as Brandyn Cederbloom 5/17/1974 with a Utah driver license". I don't have a valid license, and do not have a DL card on my person. The statement also indicates that I was arrested at "10290 S State Street, Black Angus". This is not accurate, as I was confronted and arrest in the Macys Parking Lot on the south end of the mall."

"Once again, I strive for perfection by cannot admit to be perfect, as I continue to indicate I'm determined to kick this habit! Overall I feel as though I'm much better equipped since graduating from Summit treatment. That said, I intend to stay the course with my participation in AA, and NA meetings, as well as the aftercare programs for both Journey and Summit, and regular counseling sessions."

P.S. I just started taking the Vivitrol the end of November. I can tell you it is working, as I have far fewer desires to use any drug! It's a miracle wonder!!"

(4) PRESENT OFFENSE AND SUMMARY

The defendant appeared before the court on December 10, 2010 and a pre-sentence investigation was ordered for case **101002042** – Criminal Trespass, a Class B Misdemeanor, and Glue Sniffing (Psycho Toxic), a Class B Misdemeanor. The case was filed on November 19, 2010.

(5) PRESENT OFFENSE AND SUMMARY

The defendant appeared before the court on December 10, 2010 and a pre-sentence investigation was ordered for case **101002065** – Glue Sniffing (Psycho Toxic), a Class B Misdemeanor, and Interference with Arresting Officer, a Class B Misdemeanor. The case was filed on November 24, 2010.

LEGAL CIRCUMSTANCES OF THE OFFENSE

According to the police report, a security officer patrolling the rear of Bed, Bath, and Beyond called the police. The security officer reported that he found the defendant hiding behind a snow plow, convulsing. The security officer made contact with the defendant who told him that he was an addict and took a puff from a dust off can. The defendant then staggered toward the dumpster and sat down. When the police arrived, the defendant was sitting in a large puddle behind a dumpster, slouched over with his face in his coat. The officers, being aware of the defendant's history and not knowing if he had any weapons on him, forced the defendant to his stomach. When they lifted him back up, they found that he had an open air can concealed in his coat. The officers observed frost around the defendant nose and mouth from the frozen air. Four cans of dust off were found total: one empty, two partially full, and one new.

DEFENDANT'S CIRCUMSTANCES OF THE OFFENSE

The defendant provided the following written statement regarding circumstances of the offense. All written statements contain the original spelling and grammar.

“This incident occurred in Sandy Utah at 10433 South State on the evening of 11/22/2010. I was at just getting off Traxx and was making my way toward 106th in order to catch a taxi for the remainder of my journey home, much like the arrest prior. I was extreme stress that day, as once again I had just been released from rehab, and without a job and the peer support of the residential facility I was feeling depressed and very vulnerable. I also just had to sell my car, as due to my financial difficulties I was unable to pay for it. I walk by Staples at approximately 101 South State, once again fighting the urge to stop in. Still weak and went in to purchase some duster. After paying for the dust off I walked to the back of the Bed Bath Beyond facility and started to use the duster. I do remember talking with the site security officer, but did not tell him I was an addict as the report indicates; even though I clearly am. I sat at the loading dock for the BBB store, and continued to consume the duster. I was then attacked to the ground with no warning. I proceeded to ask the officers on what grounds are they arresting me. They told me to shut up and cooperate, and, that once the cuffs were secured we would discuss the reason for my arrest. Once the cuffs were on the officer did indicate that I was being arrested for the abuse of a psychotoxin. The officers and I talked and they agreed that I could call my mother who worked close by and I could be remanded into her custody. My mother arrived, and as the officers indicate I was released to her.”

DEFENDANT'S CIRCUMSTANCES OF THE OFFENSE (cont'd.)

"I must admit, I very tired of being in trouble, and wasting my energy on Court, Police, Fines, Assessment, Rehab, etc. I just want to stay free from trouble, obey the law, and be happy. I also have put my family through some tough times, and it absurd that I continue to do this to my loved ones; let alone myself. This is it!"

CRIMINAL HISTORY

The defendant provided a Criminal History Report dated December 15, 2010. Information was also obtained and/or verified using CORIS, Xchange, and the Salt Lake City Justice Court website on January 29, 2010.

The defendant reports no juvenile arrests and several arrests still pending. He also reports no out-of-state charges. The defendant states that he was on probation from May of 2009 to May of 2010 with Intermountain Substance Abuse. He indicates that he successfully completed the probation. The defendant reports that he has been incarcerated in Salt Lake County Jail three times: in January 2010 for five days; in February 2010 for five days; and in November 2010 for one day.

Date	Offense/Location	Disposition
12/07/1992	Falsify/Alter Government Records – MB Third District Court – West Jordan Case #921004192	Convicted on 12/15/1992 12 Months Court Probation Fine
12/21/1993	Drive Without Registration/Title – MC Third District Court – Salt Lake Case #935033150	Convicted on 2/17/1994 Bail Forfeiture
06/11/1995	Battery – MB Third District Court – Salt Lake Case #951011017	<i>Plea in Abeyance</i> 12 Months Fine Counseling Defendant failed to comply – Pleas entered – 06/28/2000
02/20/2001	Simple Assault – MB West Jordan Justice Court Case #001302020	Convicted on 02/20/2001 6 Months Court Probation Fine Evaluation
05/16/2006	Disorderly Conduct After Req to Stop – MC Draper Justice Court Case #061102601	Convicted on 06/06/2006 12 Months Court Probation Fine
03/27/2007	Intoxication – MC Draper Justice Court Case #071102553	Convicted on 05/10/2007 12 Months Court Probation Interlock Outpatient Substance Abuse

CRIMINAL HISTORY (cont'd.)

03/14/2009	Driving Under the Influence of Alcohol and/or Drugs – MB Draper Justice Court Case #095101462	12 Months Court Probation Substance Abuse Evaluation 12 Months Interlock 48 Hours Community Service Fine OSC on 08/07/2009 – 2 Days Jail OSC on 10/29/2009 – Rev and Reinstated OSC on 01/21/2010 – 7 Days Jail
10/24/2009	Intoxication – MC Summit County Justice Court Case #091207571	Convicted on 12/10/2009 Bail Forfeiture
05/10/2010	Impaired Driving – MB Use or Possess Psychotoxic Chemicals – MB West Valley City Justice Court Case #101701254	Convicted on 12/15/2010 Sentencing set for 03/01/2011
05/16/2010	Driving Under the Influence of Alc and/or Drugs – MC Draper Justice Court Case #105103592	Convicted on 12/16/2010 Sentencing set for 03/24/2011
06/20/2010	Use or Possess Psychotoxic Chemicals – MB Draper Justice Court Case #101100271	Convicted on 12/16/2010 Summit Lodge Substance Abuse Program
08/17/2010	Glue Sniffing (Psycho Toxic) – MB Sandy Justice Court Case #101001400	Current Convicted on 12/10/2010
08/17/2010	Glue Sniffing (Psycho Toxic) – MB Fail to Appear or Comply – MC Case #101001409	Current Convicted on 12/10/2010
11/17/2010	Glue Sniffing (Psycho Toxic) – MB Obstruction of Justice – MA Sandy Justice Court Case #101002044	Current Convicted on 12/10/2010
11/17/2010	Criminal Trespass -- MB Glue Sniffing (Psycho Toxic) – MB Sandy Justice Court Case #101002042	Current Convicted on 12/10/2010
11/22/2010	Glue Sniffing (Psycho Toxic) – MB Interference with Arresting Officer – MB Sandy Justice Court Case #101002065	Current Convicted on 12/10/2010
11/27/2010	Assault a Military Srvc Memb in Uniform not in Service – MA Assault a Military Srvc Memb in Uniform not in Service – MA Use or Possess Psychotoxic Chemicals – MB Assault – MB Interference w/ Arresting Officer – MB Third District Court – West Jordan Case #101402819	Pending PTC scheduled for 02/07/2011

PERSONAL AND FAMILY HISTORY

The defendant provided the following written statement regarding circumstances surrounding childhood and important events in life. All written statements contain the original spelling and grammar.

- *“I was born May 17th 1974 in Salt Lake City, UT @ St. Mark Hospital”*
- *“As a young boy growing up I learned that I was very quiet, reserved, never saying too much. I spent most of my time listening and not speaking. I also learned that I had a passion for working with my hand tearing things apart to learn how they work. I was very mechanical and became the neighborhood boy that was call on to fix things.”*
- *“I don’t remember productive relationships with my family members other that my mother. My father really did not exist in our lives as most of the time he was either at work or drinking late into the night @ bars. When he was around the family tried to avoid he as much as possible for fear that he might get mad and take the belt to you. My sister was a little brat, and tattle tale. I truly hated her, and at times wished she had never been born. Even today our relationship is not what you would expect, though much better.”*
- *“My father was a drunk most of the time. He was very mean and usually seemed angry about life in general. My father only seemed to become involved when punishment was in store. I dubbed him the punisher. My mother was very nurturing and always provided for my sister and me. She is a very sensitive individual, and always made everyone feel loved and welcome. My mother always protected us from times when my father was on a drunken rampage. I was most definitely a mama’s boy.”*
- *“Most of the time during my childhood I felt guarded, and not trusting of anyone. I was very reserved about my feelings, and did not discuss issues that I maybe having @ school or in my personal life with anyone. It was not until the last 2 years of my life that I have opened up to discuss childhood issues with my mother, and partner (Jeff). As a kid I felt picked on, and got into many fights with other kids; of which my parents never knew about. If I was ever to come home with a bruise; I would exclaim that I feel of my bike, or something to cover the reality. I guess I felt as though we had enough to deal with @ home and did not want to add my personal issue on top.”*

The defendant was born on May 17, 1974 to [REDACTED] (age 57) and [REDACTED] (age 57). The defendant’s father is retired and does have a reported criminal record. The defendant describes his relationship with his father: *“Estranged for many years, but making efforts for complete reconciliation.”* The defendant’s mother is a manager and does not have a reported criminal record. The defendant describes his relationship with his mother: *“open honest, healthy.”* The defendant has one sister (ages 34), who resides in West Valley City and does not have a reported criminal record.

MARITAL STATUS

The defendant has never been married and has no children.

HOME CONDITIONS

The defendant was born in Salt Lake County and has lived in Utah all of his life.

The defendant has lived at his Draper residence for six years with his partner, ██████████ (age 46).

HEALTH

The defendant reports that he is in good physical condition, with no history of chronic problems. The defendant reports that on December 29, 2010 he began seeing a counselor on a regular basis for depression.

The defendant was introduced to alcohol around the age of 17 and states that he is a recovering alcoholic. He indicates that he used to drink to the point of intoxication weekly, but hasn't used alcohol since May 30, 2010.

The defendant was introduced to drugs around the age of 25 and identifies cocaine and inhalants as his drugs of choice. He reports that he used cocaine for about five years, but not used for the last two years. In May 2010 he quit using alcohol and starting using computer duster, and then started to spiral down from there. He admits that his life has been out of control, but indicates that he has been clean since November 22, 2010.

The defendant reports that he entered The Journey Healing Center in June of 2010. He was in their inpatient substance abuse program for 45 days and successfully completed it. However, the defendant relapsed. He then entered The Summit Lodge inpatient substance abuse program for 90 days and successfully completed it. During that time, he was asked to be president of the house and served as a positive role model for his peers. However, once released, the defendant relapsed again. He indicates that he currently attends one aftercare per week and regular AA meetings. He indicates that at the end of November he began taking the prescription drug *Vivitrol* to help control the cravings, and reports having some success with it.

ANONYMOUS LETTER

On December 06, 2010, the Sandy Justice Court received an anonymous letter regarding the defendant. In this letter, the writer states that the defendant has completed two 90-day rehab programs, but has relapsed several times. It also states that his substance abuse problems have led to the loss of his job and several relationships and his partner is frustrated with having to come home and see the defendant using. The letter also indicates that the defendant is becoming a danger to others and himself and that the writer feels he needs to be taken to jail immediately.

EDUCATION

The defendant graduated from Hunter High School in 2000 and has since received a bachelor's of science in computer science. He is certified in CCA, CCNP, and CAN.

OCCUPATIONAL HISTORY

The defendant has been unemployed for about six months.

The defendant has 15 years of full-time experience for Automatic Data Processing, at an annual pay rate of \$120,000. The defendant reports that he was fired after his substance abuse was discovered.

The defendant also has experience with American Financial, Harmon Music Groups, and as a manager at Granite School District.

ECONOMIC STATUS

The defendant reports a monthly income of \$200 from Food Stamps and \$3,000 from his partner's income. The defendant estimates earning \$120,000 in the last calendar year and indicates that he has never filed for bankruptcy.

\$2,400	Mortgage (house valued at about \$350,000)
\$200	Utilities
\$200	Food
\$300	Transportation
\$50	Court Fines
<u>\$3,150</u>	ESTIMATED MONTHLY EXPENSES

TRANSPORTATION

The defendant reports that his driver's license was issued by the State of Utah and is currently suspended. He indicates that his primary mode of transportation is rides from his family, taxis, and public transportation.

STATEMENT FROM THE DEFENDANT

The defendant provided the following written statement regarding plans and goals for the period of probation. All written statements contain the original spelling and grammar.

"to comply and not find myself in any further trouble. I want to create a new destiny for myself."

EVALUATION

Mr. [REDACTED] is a 36-year old male charged with the offense(s) of: Glue Sniffing (Psycho Toxic) (Case 101001400); Glue Sniffing (Psycho Toxic) and Fail to Appear or Comply (Case 101001409); Glue Sniffing (Psycho Toxic) and Obstruction of Justice (Case 101002044); Criminal Trespass and Glue Sniffing (Psycho Toxic) (Case 101002042); and Glue Sniffing (Psycho Toxic) and Interference with Arresting Officer (Case 101002065).

The defendant reports that on December 29, 2010 he began seeing a counselor on a regular basis for depression. He states that he is a recovering alcoholic. He indicates that he used to drink to the point of intoxication weekly, but hasn't used alcohol since May 30, 2010.

The defendant identifies cocaine and inhalants as his drugs of choice. He reports that he used cocaine for about five years, but not used for the last two years. In May 2010 he quit using alcohol and starting using computer duster, and then started to spiral down from there. He admits that his life has been out of control, but indicates that he has been clean since November 22, 2010.

The defendant reports that he has entered The Journey Healing Center in June of 2010. He was in their inpatient substance abuse program for 45 days and successfully completed it. However, the defendant relapsed. He then entered The Summit Lodge inpatient substance abuse program for 90 days and successfully completed it. During that time, he was asked to be president of the house and served as a positive role model for his peers. However, once released, the defendant relapsed again. He indicates that he currently attends one aftercare per week and regular AA meetings. He also indicates that at the end of November he began taking the prescription drug *Vivitrol* to help control the cravings, and reports having some success with it.

On December 06, 2010, the Sandy Justice Court received an anonymous letter regarding the defendant. In this letter, the writer states that his substance abuse problems have led to the loss of his job and several relationships and his partner is frustrated with having to come home and see the defendant using. The letter also indicates that the defendant is becoming a danger to others and himself and that the writer feels he needs to be taken to jail immediately.

The defendant has lived at his Draper residence for six years with his partner, [REDACTED]. The defendant has a bachelor's degree in computer science. He has been unemployed for about six months.

Because of the defendant's excessive history of alcohol and drug abuse, it is recommended that the defendant serve jail time. It is recommended that he be on probation for 24 months, with a minimum supervision of 12 months. Also, the defendant would benefit from a substance abuse evaluation to determine if further treatment is required, along with aftercare and AA meetings. It is further recommended that the defendant be required to abstain from alcohol as well as illegal drugs, including inhalants, to be confirmed by random urinalyses.

RECOMMENDATIONS

(1) Case 101001400

Although this is the defendant's 2nd Psycho Toxic conviction, it is his 7th drug and/or alcohol-related conviction. It is respectfully recommended that the defendant be sentenced as follows:

- 1) Pay appropriate fines/costs to the court;
- 2) 180 days to serve for the conviction of Glue Sniffing (Psycho Toxic), with 170 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc., with a minimum of 12 months being supervised;
- 3) 10-day immediate commitment;
- 4) Complete an evaluation and all recommended treatment for alcohol and substance abuse, including aftercare and AA meetings;
- 5) Abstain from the use of alcohol and illegal drugs to be confirmed by random chemical testing;
- 6) Comply with cases 101001409, 101002044, 101002042, and 101002065.

(2) Case 101001409

Although this is the defendant's 3rd Psycho Toxic conviction, it is his 8th drug and/or alcohol-related conviction. It is respectfully recommended that the defendant be sentenced as follows:

- 1) Pay appropriate fines/costs to the court;
- 2) 180 days to serve for the conviction of Glue Sniffing (Psycho Toxic), with 160 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc., with a minimum of 12 months being supervised;
- 3) 90 days to serve for the conviction of Fail to Appear or Comply, with 90 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc.;
- 4) 20-day immediate commitment;
- 5) Complete an evaluation and all recommended treatment for alcohol and substance abuse, including aftercare and AA meetings;
- 6) Abstain from the use of alcohol and illegal drugs to be confirmed by random chemical testing;
- 7) Comply with cases 101001400, 101002044, 101002042, and 101002065.

(3) Case 101002044

Although this is the defendant's 4th Psycho Toxic conviction, it is his 9th drug and/or alcohol-related conviction. This is his 1st Obstruction of Justice conviction. It is respectfully recommended that the defendant be sentenced as follows:

- 1) Pay appropriate fines/costs to the court;
- 2) 180 days to serve for the conviction of Glue Sniffing (Psycho Toxic), with 150 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc., with a minimum of 12 months being supervised;
- 3) 360 days to serve for the conviction of Obstruction of Justice, with 360 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc.; with a minimum of 12 months being supervised;
- 4) 30-day immediate commitment;
- 5) Complete an evaluation and all recommended treatment for alcohol and substance abuse, including aftercare and AA meetings;
- 6) Abstain from the use of alcohol and illegal drugs to be confirmed by random chemical testing;
- 7) Comply with cases 101001400, 101001409, 101002042, and 101002065.

RECOMMENDATIONS (cont'd.)

(4) Case 101002042

This is the defendant's 1st Criminal Trespass. Although this is the defendant's 5th Psycho Toxic conviction, it is his 10th drug and/or alcohol-related conviction. **It is respectfully recommended that the defendant be sentenced as follows:**

- 1) Pay appropriate fines/costs to the court;
- 2) 180 days to serve for the conviction of Criminal Trespass, with 180 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc., with a minimum of 12 months being supervised;
- 3) 180 days to serve for the conviction of Glue Sniffing (Psycho Toxic), with 140 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc.; with a minimum of 12 months being supervised;
- 4) 40-day immediate commitment;
- 5) Complete an evaluation and all recommended treatment for alcohol and substance abuse, including aftercare and AA meetings;
- 6) Abstain from the use of alcohol and illegal drugs to be confirmed by random chemical testing;
- 7) Comply with cases 101001400, 101001409, 101002044, and 101002065.

(5) Case 101002065

Although this is the defendant's 6th Psycho Toxic conviction, it is his 11th drug and/or alcohol-related conviction. This is his 1st Interference with Arresting Officer conviction. **It is respectfully recommended that the defendant be sentenced as follows:**

- 1) Pay appropriate fines/costs to the court;
- 2) 180 days to serve for the conviction of Glue Sniffing (Psycho Toxic), with 130 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc., with a minimum of 12 months being supervised;
- 3) 180 days to serve for the conviction of Interference with Arresting Officer, with 180 days suspended based upon successful completion of 24 months probation under the supervision of Professional Probation Services, Inc.; with a minimum of 12 months being supervised;
- 4) 50-day immediate commitment;
- 5) Complete an evaluation and all recommended treatment for alcohol and substance abuse, including aftercare and AA meetings;
- 6) Abstain from the use of alcohol and illegal drugs to be confirmed by random urinalyses;
- 7) Comply with cases 101001400, 101001409, 101002044, and 101002042.

Respectfully,

Probation Agent
Professional Probation Services, Inc.



12. INTAKE REQUIREMENTS

CONTRACTOR shall conduct intake interviews of probationers as follows:

A. Intake interviews shall take place at the Main Courthouse, North County Courthouse, South County Courthouse, Belle Glade Courthouse, and the jail courtroom on Gun Club Road. To the extent possible, the Probation Advisory Board (PAB) of Palm Beach County will assist CONTRACTOR in identifying and securing interview space within each Courthouse and the jail. Intake interviews shall be conducted by a probation officer or an intake officer. Immediately following sentencing, or as ordered by the sentencing court, the probation officer or intake officer will instruct the probationer on the conditions of supervision and the probationer will be directed to report to the probation office on a specified date and time to commence their monthly reporting.

During *all* court sessions (at the courthouse or jail if required), PPS officers will attend to interview each offender, complete a case history by lap-top computer or tablet which includes sentencing and personal information for each offender, and provide orientation and instruction regarding compliance with the court's ordered conditions of probation. Intake of offenders shall be completed at the PPS courthouse location immediately following sentencing, and will include downloading of a digital photograph of each probationer into the PPS electronic file. Data resulting from intake can be viewed immediately by the court on-line via the PPS OTS system.

B. For mail in clients, CONTRACTOR shall instruct the client of the conditions of probation or pretrial intervention program by whatever means are available, either in person or by mail recognizing that some cases are resolved in absentia or for out of county/state clients. However, the preferred method remains in person immediately following sentencing.

PPS shall comply with this requirement.

C. The probation officer or intake officer will schedule an initial appointment with an assigned probation officer and offender. The preparation of a probation or pretrial intervention client case file, the collection of cursory information and setting up the initial appointment may be conducted by a probation officer or an intake officer before or after the intake interview.

Newly sentenced or referred offenders to PPS leave the courthouse or jail with an information packet containing reporting instructions, payment requirements, information on how to contact their probation officer, and a copy of their sentence.

D. Probation officers will review the conditions of probation or pretrial intervention during the initial appointment or first face to face visit between the client and probation officer.

Conditions of probation or pre-trial are reviewed at sentencing/referral during the courtroom or jail intake process and offenders sign and receive a copy of the order or sentence. The conditions are reviewed again more thoroughly at the initial interview during the offender's first office appointment.

E. When the court places an offender on misdemeanor probation pursuant to Florida Statutes Chapter(s) 948.01 and 948.15, CONTRACTOR must conduct a search of the probationer's name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under Florida Statutes Chapter 943.04352. The CONTRACTOR may conduct the search using the internet site maintained by the Department of Law Enforcement (FDLE).

As previously mentioned, PPS has obtained an LOI number in Florida and is authorized through inter agency agreements acknowledged by the FDLE and the FBI to access criminal histories; both NCIC and FCIC. PPS recognizes the importance of this requirement and shall also conduct a search of the Florida sex offender registry. PPS shall document findings in the offender's electronic file and incorporate any appropriate standards of supervision as a result of the search.

F. The initial appointment shall occur within fourteen (14) days after the intake interview is completed.

PPS currently and shall continue to comply with this requirement as a matter of policy and standard operating procedure.



13. INITIAL APPOINTMENT / ORIENTATION

A. CONTRACTOR shall conduct initial appointment interviews of probationers as follows: initial appointment interviews must be conducted by a probation officer who will be responsible for monitoring the probationer. The initial appointment interview will primarily enable the probation officer and the probationer to become acquainted with one another. It will consist of a detailed instruction of the conditions of probation, discussion of personal history characteristics, and determination of a supervision plan.

The probation officer or intake officer shall complete the following tasks as part of the initial appointment interview: Verify the accuracy and completeness of the information collected during the intake interview and documented in the case file; Document additional personal information; Document current offenses; Document prior arrest history; Document current employment status; If applicable, document current employer's name and location.

PPS's current orientation interview process mirrors the above specifications, and has since our inception as a company. However, in addition to the above requirements, PPS obtains extensive information on collateral contacts, i.e. family members, friends, associates, emergency contact numbers, and pastors/counselors as well as any information that may prove helpful in the service of a probation warrant down the road such as tattoos, scars, etc..

B. Administer a risk/need assessment to determine whether the offender requires further assistance that has not already been identified by the sentencing court. The contents of the risk/need assessment form must be approved by the PAB. Probation and pretrial intervention clients must complete the risk/need assessment form.

PPS routinely conducts a risk/needs assessment. Our standard form follows on the next page for PAB consideration and alteration.

Risk #

Illicit Drug Abuse (in past five years)

0 – No use of illicit drugs 1 – Problems indicated: = ____

- Infrequent use
- Monthly, weekly, or daily use
- Outpatient treatment
- Hospitalization for treatment or detox
- Abuse of prescription medications
- Arrests for drug related crimes

Mental Health

0 – None 1 – Currently in outpatient program without medication 3 – In outpatient program with medication during past 5 years and/or confined in a mental institution = ____

Employment (in the past two years)

0 – Employed 3 – Not applicable (full time student, Disabled, etc) or Period(s) of unemployment of up to six months or three job changes within one year 7 – Period(s) of unemployment for 6 months or longer 11 – Dismissed/Terminated for cause = ____

Total Score = ____

SCORE: 1 to 23 = Basic Supervision 24 & above = Intensive Supervision

Supervision Level: _____

Classifier Signature: _____

C. Discuss all financial obligations of probationer, including but not limited to, reviewing probationer's income and expenditures, and establishing a budget and payment plan to ensure compliance with court-ordered fines, restitution, etc.

Again, the financial evaluation of each offender and their lifestyle has been a staple of the PPS intake process since 1992. PPS, however takes this portion of our case management to the next level.

PPS Credit and Financial Counseling

Each PPS probation officer is trained for 8 hours per year in financial management and counseling techniques. This translates into constant positive financial coaching for every offender on our caseload. Probationers are on a monthly and ongoing basis asked to assess the cost of their lifestyle choices, and learn to appreciate the cost of their conviction in real dollars. Monthly budgets for not only fines and fees are established, but for the offender's household as well. The development of a more proficient approach to personal finance is the outcome.

D. Discuss and establish a plan to complete community service hours if this is a designated condition of probation. The plan shall include a referral to a community service program agency and provide for completion of all the mandated hours at least two (2) weeks prior to expiration of the term of probation.

Administration of a community service program is ongoing, and PPS will seek PAB approval of all agencies that wish to receive Palm Beach County offenders. PPS shall prioritize referring probationers to the County's Public Works or similar department. However, PPS also is familiar with hundreds of non-profit and designated local government agencies where offenders may also complete community service. Monitoring of compliance with required community service work and reports of delinquencies will be provided to the Court. Monthly statistical reports of completed community service work hours will be provided to the Court. All community service agencies are subject to approval by the Court. Important to the compliance rate of our

community service workers- probated or non-probated, is the fact that we have on going and mutually beneficial relationships with many community service agencies that allow PPS offenders to work on weekends and during evening hours. PPS handles all necessary paperwork to initiate placement and monitor compliance and in many cases has established electronic communication with our community service agencies. PPS requires the completion of eight hours per week unless otherwise ordered by the Court.

PPS will prepare all necessary sentence modification documents to affect the conversion of fines to community service if approved by the court, and the PPS OTS system will automatically calculate the reduction of fine dollars as work is completed. PPS requires all participants in community service to sign State of Florida approved documents indemnifying the court and county, and PPS also offers to its probationers a low cost medical liability coverage should they wish to participate.

E. Provide a referral for drug, alcohol, and mental health evaluation and/or treatment, and job service referral, if necessary. Referrals of any type, whether court ordered or not will be documented and enclosed in the probationer's case file.

As part of our commitment to matching probationers to community resources, and subsequently improving lives, PPS probation officers shall be trained to function as Referral Counselors (RC) as part of the Palm Beach team. A unique part of the PPS approach, the RC will bring probation, counseling, and facilities experience to the program. Probation Officers supervising probationers with dependency, life skill, employment, transportation or other issues shall be knowledgeable in a vast number of counseling, rehabilitation, job assistance, faith based, clothing, language assistance, GED, hospitalization, etc. programs within the community, will, having negotiated reduced or eliminated costs, will arrange for the most effective resource for that individual probationer. They will also assist the probationer in identifying possible third party funding

sources for any necessary counseling or treatment that may result as of the court's order. The probation officer notes all progress or issues relative to the probationer's participation in any program in the offender's electronic field notes, which may be viewed by the Court, 24/7 via the internet.

PPS monitors the probationer's compliance with the evaluation and notes all progress or violations in the probationers field notes. PPS will address any violations- positive screens, or failure to complete recommended treatment, for example- by requesting warrants and/or petitions for modification and revocation of the probationer's sentence.



14. MAXIMUM SUPERVISION

The CONTRACTOR shall perform/require and document the following for a probationer in this class: A minimum of one (1) monthly field contact (residential and/or employment location) by the officer supervising the case; A monthly reporting by probationer to the officer supervising the case, and the Probationer shall submit a written, monthly report; Enforce special conditions as required by the sentencing court; Ensure the probationer is in compliance with standard conditions of probation as specified in Florida Statutes Chapter 94803.

The PPS Intensive Probation Supervision Program mirrors very closely the requirements for "Maximum Supervision". PPS shall alter our current standards of supervision for the court to comply with the above requirements but offers the following information on our current Intensive (Maximum) program in the event that the Court or PAB wish to incorporate all of part of our standards of maximum supervision.

PPS Intensive (Maximum) Probation

(During each phase, the PPS internal electronic monitoring program (house arrest), if ordered, can be incorporated).

Phase I (Minimum of 60 days)

A minimum of 4 office contacts per month, 4 telephone contacts per month, 4 field contacts per month, and 4 collateral contacts per month are required with the probationer. Additionally, the offender is required to submit to weekly drug and alcohol screening.

Phase II (Minimum of 60 days)

During this phase of intensive probation the contacts are reduced to as needed telephone contacts, 4 office contacts per month, 2 field contacts per month, and 2 collateral contacts per month. Offender must submit to weekly drug and alcohol screens.

Phase III (Minimum of 60 days)

During this phase of intensive probation the contacts are again reduced until the offender is released to standard probation supervision. A minimum of as needed telephone contacts, 2 office contacts per month, 1 field contact per month, and 1 collateral contact per month are required with the probationer. Offender must submit to monthly drug and alcohol screens. During each phase, the PPS internal electronic monitoring program (house arrest), if ordered, can be incorporated.



15. STANDARD SUPERVISION

A probationer is in this class unless classified as maximum, mail-in, or administrative class. The CONTRACTOR shall perform/require and document all the items listed for maximum supervision above except for item a (of maximum supervision requirements).

PPS Standard or basic supervision currently conforms to the herein mentioned requirements. In addition, offenders also receive community service coordination, and referral to appropriate agencies to address specific needs. Additionally, the offender may receive home and/or work visits from his probation officer based on the probation officer's discretion. Special conditions such as community service, drug screens, and program referrals are coordinated. Additionally, upon payment of fines, restitution and cost and only with the Court's approval, the defendant's sentence is suspended and the case is closed. PPS only collects the monthly court-ordered supervision fee until such time the defendant has paid fines, restitution and cost in full and the case is suspended. *As with all cases, supervision fees are never collected in advance.*



16. MAIL IN SUPERVISION

CONTRACTOR shall provide the conditions of probation for this class at the intake interview, eliminating the need for an initial appointment. The CONTRACTOR shall perform/require and document the following for a probationer in this class: a. Report to CONTRACTOR by mail once per month, or as ordered by the Court. The offender will complete the monthly report to demonstrate that they are in full compliance with their court ordered conditions. Completed monthly reports must be reviewed by a probation officer or intake officer. A case may be considered eligible for mail in supervision if the probationer resides in another state or county (Interstate Compact Rules must be followed) or if the Court has issued a specific order directing the case to be a mail in supervision case. Additionally, there are instances when a standard supervision case may be reclassified as mail in following successful completion of special conditions and a specified portion of the probation period. In the event that a probation case has been reclassified to mail in status, the probationer is no longer required to personally report to the probation office. However, the probationer must remain in full compliance with the conditions of probation and continue to submit a written monthly report. The following criteria are to be utilized for reclassifying a probation case from standard to mail in:

1. The probationer has derived the maximum benefit from standard supervision and has complied with specified conditions of probation; and,
2. The probationer completed a minimum of three months (90 days) of a minimum supervision classification; or
3. The Court has ordered mail in probation.

PPS shall comply with this supervision requirement pursuant to the above specifications, including the transfer provisions. PPS currently sparingly utilizes mail in reports and forms for probationers who are ordered as mail-in cases by our courts, or that reside in states that PPS does not serve. PPS can also offer internet reporting to probationers at the discretion of the Court.



17. ADMINISTRATIVE SUPERVISION

This class is a form of non-contact or non-reporting probation. Probationers in this class are typically sentenced to a period of supervision between 30 to 60 days. They are also required to pay all court ordered costs, and cost of supervision, and complete all court ordered conditions associated with their sentence.

PPS shall perform/require and document the following for a probationer on Administrative Supervision:

- a. Conduct an intake interview to explain in detail their conditions of probation and prepare a case file.
- b. Enforce special conditions of probation as required by the sentencing court.
- c. Ensure compliance with standard conditions of probation as specified in Florida Statutes Chapter 948.03.
- d. Conduct all of the necessary background checks as required by this RFS's Intake Requirements.
- e. Conduct a criminal records check halfway through the probationary period to ensure no new arrest has occurred.
- f. Document in the PPS OTS offender files the results of the above actions.



18. PPS “PAY-ONLY” SUPERVISION

Designed for the offender requiring minimal supervision for the purposes of primarily paying a fine and/or restitution over a period of months, this level of supervision typically requires only one or two monthly office contacts, or an offender mailing in payment(s). PPS will report any non-compliance to the Court, and as with all levels of supervision we will address any life issues the probationers may have, and will remit all monies collected to the clerk as specified herein. ***NOTE: THERE IS NO FEE FOR THE FIRST TWO MONTHS OF PAY ONLY SUPERVISION***, and so it may also be utilized by the Court for offenders who simply need a little time to come up with their fine money, rather than granting continuance after continuance. After the initial two months, probationers who still have a fine balance begin paying a reduced supervision fee each month until the fine balance is paid in full.

PPS does not collect a “one-time” or “set-up” fee for “pay-only” supervision, as this practice has been interpreted by some as financing the fine. Our approach is more fair, and achieves the goal of helping those offenders who simply do not have their fine money in court, and would otherwise not be probated- giving them more time to pay. The majority of PPS “Pay-Only” probationers never pay PPS a dime.



19. PRE-TRIAL INTERVENTION

A probationer in this class shall generally meet the criteria for standard or mail-in supervision as determined in the deferred prosecution agreement when referred by the State Attorney's Office.

The length of time, costs, and conditions of the deferral shall be contained in the agreement. CONTRACTOR shall ensure that violations of the agreement are reported to the State Attorney's office.

PPS currently operates two types of Pre-Trial Supervision and Diversion Programs. While PPS shall design a Pre-Trial Program as specified by the State Attorney's office and the Court, the following is a summary of our ongoing program.

"Face to Face" Supervision

Participants are visited once weekly in their homes by a PPS House Arrest Officer. Each defendant is also seen once weekly in the local PPS office and screened for Alcohol, THC, Cocaine, Meth and other frequently abused illicit drugs. PPS locations will be open during business hours as well as Saturdays and evenings. PPS staff will be available 24/7 for Court, Police or Sheriff's Department for support, and all participant violations are addressed immediately.

Electronic Monitoring, Simultaneous with "Face to Face"

Offender is actively monitored with anklet monitoring which includes random breath alcohol screenings in the defendant's home. Scheduling feature allows defendant to leave his/her residence as approved by the Court, Police, or Solicitor department and or the PPS House Arrest

Officer, for approved reasons such as work, AA meetings, reporting to PPS, or other purposes.

The Court may also utilize GPS Monitoring as the EM option for Pre-Trial. The PPS GPS device exclusively offers active 24/7 location monitoring including speed of travel, exclusionary zones and an anklet that features trans-dermal (skin and perspiration) alcohol detection. All violations are reported to the monitoring center immediately, and PPS will address all electronic violations within moments of their occurrence.



20. COUNTY ORDINANCE SUPERVISION

Often referred to as “environmental supervision”, This supervision is designed for those offenders cited for violating a city ordinance relative to environmental or other quality of life concerns; i.e. “junk cars”, dog cases, property maintenance, etc. PPS will conduct monthly field visits and, as necessary for fine collection purposes, monthly office visits with each offender. PPS will document, including digital photographs- which may be viewed on line by the Court as part of the offender’s electronic file- the offender’s progress with achieving and maintaining compliance.



21. VIOLATION OF SUPERVISION

CONTRACTOR shall report all violations of the terms and conditions of probation to the sentencing judge as soon as possible but, in no instance shall it be later than five (5) days from the date of the violation for appropriate disposition in accordance with Florida Statutes Chapter 948.06.

After every effort has been made to address the offender's lack of compliance, CONTRACTOR shall commence violation of probation or rejection proceedings for pretrial intervention clients.

All necessary documents and information will be assembled by a probation officer or intake officer to support the violation or rejection procedure.

As directed by the court and/or State Attorney, a probation officer shall attend any county court proceedings and provide testimony regarding a violation of probation and rejections associated with the pretrial intervention program.

When a probationer violates his/her sentence or absconds from supervision, PPS staff prepares and presents a warrant packet to the Court for signature. Included are the notarized warrant with digital photo, affidavit of delinquency, warrant information sheet (which includes the probationer's personal history, employment information, friends and relatives, and last known whereabouts), and any evidentiary documentation regarding the alleged probation violations.

PPS manages all data forms for the Court and will complete any state required information for each form as it corresponds with our probation warrants. These forms are completed in detail within 24 hours of receipt and immediately hand delivered to the appropriate agency. PPS maintains all warrant cases on active status periodically making attempts to locate the probationers through our community network and file information, as well as our computerized OTS.

Additionally, PPS is on line with many local Sheriffs and Police Departments and shall provide its officers daily with the inmate list from detention facilities to insure that those probationers arrested on probation warrants have their revocation hearings scheduled and completed promptly.

Upon the violation of any condition of probation PPS will, immediately submit to the Court a Delinquent Report Sworn Affidavit (D.R.). This document details in narrative form, the behavior of the probationer while under supervision, the circumstances of the violation(s) as well all actions taken by PPS staff in an effort to achieve offender compliance. Finally the D.R. includes recommendations as to any court action deemed appropriate by the supervising officer that may include issuance of a warrant, or modification / revocation of the original sentence. D.R.s are signed by the probation officer and the office manager and are always accompanied by supporting documentation. PPS staff will prepare all documents, such as warrants when appropriate, serve defendants with appropriate documents within required notice periods, while filing all original documents with the Court.

PPS court services also include the preparation of and appearance at all probation revocation/ modification hearings. PPS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. PPS will coordinate revocation/modification hearing scheduling with Court staff. Following a revocation or modification by the Court, PPS shall file the original order of revocation or modification with the Court clerk, and will then amend the PPS files, including the OTS file, so that the Court can

immediately view the amended sentence and its conditions online. PPS shall then enforce the newly established conditions.

PPS shall transmit its standard letter of termination to the Court upon successful completion of all conditions including financial. PPS tolls all probation warrants pursuant to Florida law, stopping the running of the probated time, or secures a court order for any otherwise unpaid fines. When we request an order suspending a fine balance we will include an explanation with the termination request. Reasons for such an order typically include death of the probationer, incarceration of the probationer on a new charge, or obviously revocation of the balance of the probated sentence.



22. RESTITUTION, FINES & COURT COSTS

The CONTRACTOR shall:

A. Provide the highest priority to assessment, collection and disbursement of restitution to victims of crimes and shall monitor payments of court costs, fines, and the cost of supervision fees.

The PPS Approach to the Collections – “VCP”

Rather than proposing a collection gimmick of split payment percentages each month, PPS exclusively offers our “Victim, Court, Probation” Allocation Policy or “VCP”, which requires us to PAY THE COURT IN FULL FIRST- BEFORE WE TAKE OUR MONTHLY PROBATION FEE! That’s right. Each month PPS will collect the court established minimum monthly payments on *Restitution, FIRST* (if ordered), then we will apply money to the court’s *Fine SECOND* until the monthly payment established by the court is paid in full, and only then will we apply the first dollar to our monthly probation fee. Simply put we pay the Victim, the Court, and *then* PPS.

EXAMPLE: Court-Ordered Minimum: FINE = \$100

PPS Probation Fee: FEE = \$40

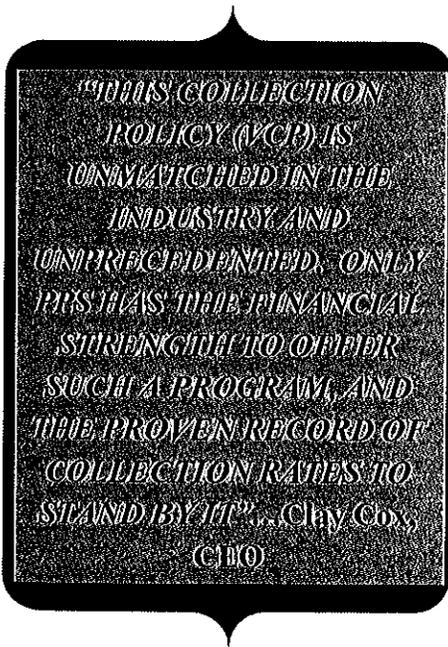
But...probationer pays only \$50.00

PPS Applies: FINE: \$50.00

FEE: \$0.00

PPS then schedules the probationer to report again in the same month until the minimum fine payment is collected.

THE RESULT: Dramatic increases in fines paid to Palm Beach County Court and Crime Victims.



B. Maintain separate and distinct accounts for all monies collected for court costs and fines.
And..

C. Not accept cash from a probationer for restitution, fines and court costs.

PPS shall maintain a separate account for fines and court costs, and an additional separate account for restitution. PPS accepts money orders or certified funds for all probationer payments. Payments are only accepted at the lobby accounting window, and not by probation officers in individual office rooms. Upon a probationer's "signing in" the accounting clerk accesses the probationer's electronic file. The screen then itemizes each of the probationer's court-ordered debts including the amounts ordered, previously remitted and the balance of each type of debt, i.e.: fines, costs restitution, surcharges, and probation fees. The accounting clerk then applies monies towards the debts prioritizing funds according to our VCP collection policy. The payment is logged automatically within the data tables of PPSI OTS computer system, and a receipt is generated electronically. The receipts are generated in triplicate; one for the probationer, one for the nightly closeout verification, and the third is wrapped around the actual payment, clipped, and dropped in to the drop safe. Each receipt is numbered and logged by OTS under the probationer's internal file number or PPSI number within the system. The receipts also detail the application of the payment so that every time a probationer makes a payment he/she leaves the office knowing exactly how the money was applied, and that PPS is not collecting fees in advance (as our policy states), and how he/she is progressing towards paying off their case. Worth mentioning again is that the Court shall be provided 24/7 access to all offender data, including up to the minute financial and receipt information on all probationers.

D. Provide detailed reporting on the collection and transfer of court costs and fines using acceptable accounting methods.

At the close of business each day, the office manager (OM) accesses the safe and prepares the monies for deposit. First, the OM generates from OTS an "On Hand Type Summary Report" which totals all receipts taken for each type of money. The OM then verifies that the actual payments match the report. Deposits slips are then created and the deposit is placed in a secured deposit bag and prepared for armored pickup. The bag number is imprinted, along with the monies to be deposited on a "Daily Deposit Worksheet". Copies of all three items, On Hand Type Summary, Daily Deposit Worksheet, and Deposit Slips, are faxed or emailed to the Court and our corporate office for verification. Corporate accounting staff members verify the deposits the following day via on-line access with the bank. Adherence to the above stated procedures is strictly confirmed by Office Audits conducted by the Vice President of Standards Enforcement, as well as our annual independent financial audit.

E. Electronically transfer collected court costs and fines at least twice weekly to the Clerk and Comptroller using specifications outlined by the Clerk and Comptroller's Office. The use of court costs and fines for any other purpose other than transfers to the Clerk and Comptroller's Office is strictly prohibited. The misappropriation of these funds may result in the termination of this service contract and may result in criminal prosecution of responsible employees or agents of the CONTRACTOR.

PPS has the capability of electronic transfer or delivery of a manual check and shall comply with the above requirement. The PPS Offender Tracking Computer System (OTS) allows for great flexibility in our remittance of court monies. PPS can deposit money daily into a designated account owned by the Court, or remit monies in the form of a daily, weekly or monthly check, or wire all court monies into the court-owned account from a PPS owned depository account. In each case, a report shall be generated detailing the financial activity of the given period. PPS is able to break out various surcharges owed to the various state agencies that receive such funds.

F. Provide effective oversight of the conversion of court costs and fines to community service. This oversight includes the pre-authorization of acceptable community service vendors and follow-up to ensure authentication of compliance and completion.

Community service venues are periodically re-certified by PPS as appropriate and Court approved. The PPS OTS system automatically calculates the conversion, when ordered by the Court of community service hours at the rate of minimum wage.

G. Maintain accurate records that account for completed community services; including the name of probation client, contact information of client, community service vendor, contact name and information of community service vendor, letter confirming completion of community service, name and contact information of probation officer and record of conversion (court costs or fines = x hours of community service).

As previously mentioned, PPS OTS system keeps and tracks each of the above required information fields, tracking the progress and completion of community service hours, the agency at which the work is being performed, and the ultimate completion or failure to complete and/or reassignment. As with all special conditions, financial or otherwise the community service data can be viewed on-line by Palm Beach County Court and PAB officials at anytime.

H. Maintain a separate and distinct account for all restitution monies collected from probation clients. Detailed reporting on the collection and disbursement of restitution funds to victims and the victims of crime compensation trust fund in Tallahassee using acceptable accounting methods is required. Maintain accurate records of all transactions associated with the collection and disbursement of restitution funds as ordered by the court. The use of restitution funds for any other purpose other than payments to victims of crime and the victims of crime compensation trust fund is strictly prohibited. The misappropriation of these funds may result in the termination of this service contract and may result in criminal prosecution of responsible employees or agents of the CONTRACTOR.

As previously mentioned, the PPS OTS system maintains up to the second accurate payment information and histories on all transactions, including restitution. PPS shall disburse all restitution payments, in full, twice monthly on the 5th and 20th working days of each month, directly to the victim.

I. Provide effective oversight of the management of the restitution funds. Accurate records that account for all transactions related to the collection and disbursement of restitution funds; including the name of probation client, contact information of client, name and contact information of victim, restitution amount ordered by court, date of payment by client, amount of balance owing, date payment made to victim and/or victims crime compensation trust fund (date payment mailed to victim) are required.

And..

J. Maintain accurate records to track the unsuccessful payments to victims and the victims' crime compensation trust fund. Restitution payments must be mailed to victims within fourteen (14) days of receipt of payment from probation client.

The PPS OTS system registers every payment along with who paid it, the amount, how it was allocated, the remaining balance, time and date of payment, receipt number, etc., while the data portion of OTS maintains the victim information. PPS shall require its probation officers to document the date that restitution was mailed to the victim each month (here, submitted to corporate office for disbursement) and retain a copy of the actual checks sent to the victims in the corresponding offender's file. Copies of the checks will be scanned into the offender's file on OTS and will be viewable by the Court and PAB via the web.

K. Make a quarterly report of all restitution payments made, where the victim cannot be located for disbursement.

And...

L. Forward any restitution payments to victims that are unclaimed and returned to CONTRACTOR to the Crimes Compensation Trust Fund in Tallahassee.

PPS is familiar with these requirements and shall comply.



23. SUPERVISION REQUIREMENTS

A. Following the initial appointment interview, the probation officer shall closely monitor the activities of the probationer to ensure compliance with all conditions and special conditions of the supervision plan. Each probation officer shall maintain written records of the probationer's activities. This written record shall include, at a minimum, any personal or telephone contact or correspondence with or about the probationer, verification of compliance of court orders, and report of any non-compliance of court orders. The written records should be maintained in CONTRACTOR's case management system.

Regardless of the type of supervision under which an offender is supervised, PPS probation officers are required to satisfy the following minimum elements of offender contacts and document the resulting information in the offender's field sheets and electronic files within the PPS OTS system:

1. Changes in personal information; address, job, etc.
2. Changes in family status, and collateral contacts, including any child support compliance issues.
3. New criminal charges or violations of other Court orders.
4. Compliance with special conditions of probation; payments, community service compliance, attendance compliance with any community referrals for treatment, etc.
5. Employment status, and if unemployed, documentation of resume assistance, coaching, and/or scheduling interviews with potential employers.

B. Coordinate with the community service program agency for monitoring of the probationer's or pretrial defendant's community service obligations.

As previously stated, PPS establishes either written, and/or electronic communications with local community service agencies and monitors offender attendance, behavior and compliance. This is true for probationers and pre-trial offenders. All community service activity- referral information, offender attendance, and any communications with the agency are documented in the offenders OTS file, and is available to the Court.

C. Ensure that all defendants have equal access to all probation programs and activities. Any and all PPS supervision services shall be provided to those offenders the Court finds to be indigent and orders as such- at no cost. As we do for all of our offenders, PPS will work diligently to address the offender's reasons for indigent status.

Focusing on the "WHYs"

PPS understands that we have a responsibility to every offender under our charge. That responsibility demands more than simply labeling an offender as "pay-only" and ignoring their socio-economic needs, simply because they have only a fine to pay, for example. PPS rejects the policy of a larger than manageable caseloads, regardless of its supervision level or status. Rather a person is under intensive probation, basic, or pay-only, we will work diligently to address the reasons, or "the whys" that brought them to our company's program. Very often, probationers are in our offices because of life issues: joblessness, transportation, addiction, etc. We realize and address the fact that a probationer who is placed on probation or pay only supervision because they could not pay a traffic fine in full at sentencing, may not have had the funds because of their support of a drug habit, or because of financial obligations under a felony probation or parole, or even family or transportation issues.

D. Cooperate with all treatment agencies, schools and other programs to which probationers are referred. In any case where a treatment agency, school, or other program does not appear to be providing proper service, CONTRACTOR shall immediately notify the sentencing court.

PPS routinely does and shall with Palm Beach County comply with this requirement.

E. Verify the probationer's home address and any subsequent changes in residence through rent/mortgage receipts or utility bills or other documents as deemed appropriate with the probationer within the first thirty days of the probation period, unless specifically waived by the Court. Copies of residence verification documents shall be placed in each probationer's file.

PPS routinely does now as a matter of policy comply with this requirement in each of our locations, and will do so in service to Palm Beach County.

F. Verify the probationer's employment through pay receipts or other documents as deemed appropriate during the probation period and continuing review of pay documents during monthly reporting visits. Copies of employment verification documents shall be placed in each probationer's file.

PPS routinely does now as a matter of policy comply with this requirement in each of our locations, and will do so in service to Palm Beach County.

G. Ongoing verification of the probationer's financial status shall be conducted, especially when problems related to finances have been identified.

Each PPS probation officer is trained for 8 hours per year in financial management and counseling techniques. This translates into constant positive financial coaching for every offender on our caseload. Probationers are on a monthly and ongoing basis asked to assess the cost of their lifestyle choices, and learn to appreciate the cost of their conviction in real dollars. Monthly budgets for not only fines and fees are established, but for the offender's household as well. The development of a more proficient approach to personal finance is the outcome.

F. Identify a certified substance abuse testing laboratory or method to which CONTRACTOR will refer the probationers for testing. Changes to the current testing method must be disclosed and approved by the Probation Advisory Board. The cost of testing must remain nominal for the offender and should not significantly exceed other county testing fees.

PPS offers the Palm Beach offenders four options for drug screens.

(1) PPS onsite urinalysis is available at each PPS location or in the field. These screens are conducted by PPS probation officers who have been certified by the manufacturer to conduct the screen. The REVEAL cups test for 12 commonly abused illegal and prescription drugs. Contested results can be delivered to two UHS medical facilities in Palm Beach County for confirmation by laboratory professionals.

(2) The Testing Lab at Wellington Regional Medical Center located at 10101 Forest Hill Blvd in West Palm Beach.

(3) The Testing Lab at Palms Wellington Surgical Center, located at 460 North State Road (Highway 441) in Royal Palm Beach.

(4) The Testing Lab at Sandy Pines Mental Health in nearby Tequesta, Florida.

G. Encourage and assist unemployed probationers to improve their employability through education and training. The probationer shall be informed of county and private sector employment assistance and/or educational programs that are available and CONTRACTOR shall provide direction and assistance in obtaining this education and training. Job placement information shall also be provided by CONTRACTOR for all unemployed probationers.

Because it is a condition of probation to maintain employment, PPS attacks offender

unemployment in two ways: (1) We offer in our locations a computer terminal that will allow offender access to local job search internet sites; (2) All probation officers are trained to search for appropriate job openings, and will directly refer probationers to employers seeking workers that match each probationers individual skills and work history. PPS Probation Officers educate probationers on interview techniques, and those employers hiring on a regular basis. Mock interviews are conducted, resumes are drafted and completed and job placement is finalized. PPS will develop professional resumes for probationers. Probationers are expected to attend

interviews and actively seek employment until successful. All results are documented in the offender's OTS file. There is no cost for this service.

H. Identify if the offender was charged with a new criminal offense during their period of supervision, regardless of the type of classification or type of case. CONTRACTOR shall conduct a statewide criminal record check using any appropriate Statewide database system prior to requesting an early termination of probation, at least thirty (30) days prior to a successful termination of probation or pretrial intervention and/or before the completion of a violation of probation affidavit or rejection form for pretrial intervention offenders. A full file review will be conducted by the officer and supervisor thirty (30) days prior to any release to ensure all obligations have been met and, then a final criminal record check will be conducted ten (10) days prior to termination of the case.

At each of our Florida offices, PPS routinely complies with this requirement. As previously stated PPS has the authority and ability to access criminal histories in Florida and will do so as required, documenting all results in the offender's OTS file. PPS shall incorporate in its Palm Beach operations manual, that no case shall be terminated prior to the above requirements fulfillment.

I. Termination shall not be recommended prior to the probationer's having completed payment of restitution, fines, or court costs, without notifying the sentencing court that the conditions have not been completed. If this event does occur, CONTRACTOR shall be responsible for the payment of any remaining restitution, fines or costs unless waived, for good cause, by the sentencing court. Additionally CONTRACTOR will notify PAB, courts, and the victim in the incident.

It is a violation of PPS Standard Operating Procedures for a probation officer to request early release or otherwise terminate a case or cause the termination of a case with a balance due in fines, court costs, or restitution. PPS shall not make such a request. Rather PPS staff shall request action from the court such as issuance and tolling of probation warrants, walk-in hearing revocation/modification hearings, or other court action. Simply put, we are not in the "judging business", and will not alter or terminate a sentence of probation without a court order to do so.

J. In any case where the sentencing court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, CONTRACTOR shall transmit a copy of the case file to the judge in whose division the case has been heard. The probation counselor shall transmit, with the case file, a cover letter on CONTRACTOR's letterhead outlining in detail the efforts made by that counselor to seek compliance with the terms of probation.

While this is an extremely rare occurrence within our company, and only happens typically when a probationer is convicted on a subsequent charge and ordered to serve time in a separate jurisdiction for a period that would exceed his misdemeanor sentence for which PPS supervises the case, PPS does and shall comply with this requirement.

K. Follow up and enforce special conditions of probation including, but not limited to, payments of restitution, cost of supervision, fines, court costs, community service, and other probation related requirements.

Quite simply, this is what we do. PPS officers, however have a distinct advantage over their peers in the industry- our technology. The PPS OTS system manages the probationer reporting calendar, notifies our officers regarding their probationers missed appointments, upcoming expiration dates, missed payments, failure to complete community service hours, warrant status, and drug screen deadlines. OTS not only assists the officers in being organized in requiring offender compliance with special conditions, it holds our officer accountable to the Court's sentence.

L. Arrange for the transfer of supervision for defendants residing in other areas in the state of Florida as available and if ordered by the sentencing court. CONTRACTOR shall notify the sentencing court when a receiving jurisdiction in the State of Florida does not accept transfers, so that the court may resolve this issue. CONTRACTOR must transfer supervision of defendants residing in other states by rules of Interstate Commission for Adult Offender Supervision. (www.interstatecompact.org.)

PPS routinely transfer cases within the State of Florida and to other states utilizing Interstate Compact for Adult Offender Supervision. Additionally, PPS can transfer cases to our other locations in Florida, and seven additional states.



24. CASELOAD REQUIREMENTS

A. Supervisors will monitor the continuous supervision of a defendant by: Assigning new cases to an officer who is not scheduled for leave; Immediately re-assigning responsibility for the supervision and management of a caseload if the assigned officer is absent due to extended illness, disability, termination of employment, or other absence; and/or; Assigning or re-assigning investigations, violation, or field contacts, to other staff until the assigned officer returns. Short-term absences of two (2) weeks or less may be covered by the immediate supervisor or a designated officer.

PPS acknowledges, understands and will comply with the above caseload assignment and management requirements.

B. Maximum supervision clients shall be supervised by probation officers whose client case load shall not exceed one hundred (100) clients per officer or team. Standard supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team. Mail in supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team. Administrative supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team. Pretrial supervision clients shall be supervised by probation officers whose case load shall not exceed two hundred and twenty five (225) clients per officer or team.

PPS acknowledges, understands and will comply with the above caseload size limit

requirements. For the selection committee's information, the PPS internal caseload limits are as follows:

TYPE OF SUPERVISION	MAXIMUM CASELOAD
Pay Only Supervision	225
Standard "Basic" Probation	200
County Ordinance Compliance Supervision	100
Maximum Probation	50
Voice Verification Supervision	100
Pre-Trial/Pre-Sentence Supervision	225
Mail-In Supervision	225
Administrative/Non-Reporting	225

C. Supervisory staff shall conduct random reviews of case files to ensure that probation officers are monitoring conditions of supervision for probation and pretrial intervention cases.

As previously mentioned, PPS dedicates full-time staff for its Department of Standards and Training (DST), who randomly conduct...

Bi-Annual Office Audits

Every PPS office is audited twice each year in order to verify that all office procedures are being followed. This audit includes file audits, financial responsibilities, computer integrity checks, maintenance of office logs, security issues, etc.

Caseload Audits

Every caseload at PPS is audited quarterly by an experienced Audit Team member. These caseload audits identify any weaknesses in supervision by touching every page and electronic file of every caseload. The office local officer managers randomly spot check caseloads on a weekly basis and reports any potential issues to DST staff.

All audits are available to the court and the PAB upon request.



25. STAFFING REQUIREMENTS

CONTRACTOR shall maintain an adequate number of trained personnel to ensure that:

A. Court coverage will be provided as needed and/or as directed by the Probation Advisory Board and/or the county administrative judge;

PPS shall employ one full-time Court Intake Specialist per Judge, who will attend each court session, and be on call at any time for his/her Judge. The intake work of the CIS will be supplemented by each Judge's probation officer staff to ensure that intake goes smoothly without unreasonable wait times for offenders.

B. Professional program records, and fiscal management are maintained during the course of the contract;

At each Palm Beach location, as with each PPS location nationwide, an accounting clerk will be employed at each pay/reception window. Payments are only taken at these windows and not by probation officers, eliminating access to funds and to financial data tables. Only the accounting clerks and the office managers assist one another in end of day closeout proceedings as previously covered in this response.

C. Probation officers are at the educational levels required below in Paragraph 4.11.3 and in sufficient quantity to meet the case load levels indicated for each classification;

As previously mentioned, PPS caseload limits ensure that adequate numbers of Probation Officers and support staff are available to properly manage caseloads and provide court services at a level of service that exceed our contracted governments expectations.

D. Bilingual probation officers or interpreters are available for Spanish and Haitian probationers.

In our Palm Beach locations, PPS shall employ at least one Spanish speaking probation officer and court intake specialist per Judge. PPS shall make every effort to hire French speaking probation officer (s) as needed to accommodate the Haitian probationers. In the event that we cannot employ officers with abilities in the Creole French required by a probationer or potential probationer in Court, PPS will provide a professional contracted interpreter to do so with adequate notice.



26. STAFF BACKGROUND

A.

All CONTRACTOR staff shall undergo a Florida Department of Law Enforcement (FDLE) background check to ensure that they have not been convicted of any felony or of a misdemeanor involving perjury or a false statement and that they are not registered sexual predators or offenders.

CONTRACTOR shall provide affidavits from all employees associated with this contract attesting to their criminal history status, military record, and educational accomplishments. If applicable, the employee must disclose if they have been dishonorably discharged from any of the Armed Forces of the United States.

CONTRACTOR shall ensure that the employees meet the following minimum education and experience requirements for the following positions:

Intake officer: High school Diploma and minimum of nine (9) months of experience.

Probation Officer: An appropriate four (4) year degree from an accredited college or university or have completed a career development program that includes work related experience, training, or college credits providing a level of achievement equivalent to a bachelor's degree; and meet the Contractual requirements for supervising misdemeanor probationers.

Current PPS standards for employment mirror the above requirements as previously noted in this response. PPS shall comply with these specifications in our hiring practices for Palm Beach County.

B. The Probation Advisory Board shall be the determining authority for decisions relative to equivalency for the four-year degree requirement. Their decision will be made on a case-by-case basis. CONTRACTOR retains the obligation to present the employee's career development program, work related experience, training, or college credits for the Probation Advisory Board's consideration.

PPS shall comply with this and any PAB requirement.

C. CONTRACTOR shall provide a training program for probation officers that assures continual improvement and meets changing requirements of misdemeanor probation and pretrial intervention supervision. CONTRACTOR shall provide continual training to enhance staff's ability to effectively present to the Court, violations of probation, modification of probation, pre-sentence investigations, and case status checks.

PPS employs certified trainers and requires that all staff complete 40 hours of relevant training per calendar year. Much of this training is provided and developed “in-house” to ensure that course work is relevant to misdemeanor probation, while some is farmed out to agencies, such as the American Corrections Association, that PPS has identified as credible and to provide an essential part of our staff member’s overall annual development as professionals. To follow is training record for an actual PPS probation officer in 2011 to date:

EMPLOYEE	DATE	COURSE	LOCATION	HOURS
Glaister, AJ	2-11-11	Interstate Compact for Adult Offender Supervision (On-Demand Training Modules)	PPS Gwinnett	02
	2-11-11	Enhancing Community Supervision Strategies for Hardcore Drunk Drivers (APPA)	PPS Gwinnett	05
	3-7-11	UHS Code of Conduct	PPS Gwinnett	01
	3-8-11	BI Sobriator Equipment	PPS Gwinnett	02
	3-9-11	Meth’s Effect on Gwinnett County	Gwinnett Chamber of Commerce	02
	3-11-11	GSCCCA Fines and Fees	PPS Gwinnett	04
	3-29-11	Field Note Documentation	PPS Corporate	02
	4-21-11	DEA Overview of Illegal Drugs in GA	PPS Corporate	02
	10-10-11	Domestic Violence: Fundamentals for Community Corrections Practice (APPA)	PPS Gwinnett	08
	10-27-11	Security & Integrity (GCIC)	PPS Gwinnett	04
	10-28-11	Promising Practices in Providing Pre-Trial Services Functions within Probation Agencies (APPA)	PPS Gwinnett	01

	10-28-11	Privacy, Civil Rights, and Civil Liberties Suspicious Activity Reporting (GCIC)	PPS Gwinnett	01
	10-31-11	Underage Drinking Intervention Principles and Practice Guidelines (APPA)	PPS Gwinnett	02
	11-30-11	BI HomeGuard 206	PPS Gwinnett	02
	12-7-11	Drug Free Workplace Reading Packet	PPS Gwinnett	02
			<i>TOTAL</i>	40



27. COST OF SUPERVISION

A. CONTRACTOR is entitled to collect from each probation and pretrial client, cost of supervision fees as may be ordered by the sentencing court and authorized by Florida Statutes. The cost of supervision may be modified by written permission of the Chief Judge and may be reviewed annually. Nothing contained herein shall preclude CONTRACTOR from establishing a sliding scale fee for those probationers not able to meet the minimum cost of supervision fee established in Florida Statutes.

The PPS Fee Schedule:

Standard Probation Supervision	\$45.00 per month - NO SET UP FEE
Pay Only Supervision	First Month Free- \$40.00 Thereafter NO SET UP FEE
Maximum Probation Supervision	\$50.00 per month with weekly field visits - NO SET UP FEE
County Ordinance Supervision	\$40.00 Per Month - NO SET UP FEE
Voice Verification Supervision	\$50.00 Per Month
Administrative Supervision	No Cost
Mail-In Supervision	\$40.00 per month
Indigent Supervision	\$0.00 - As Ordered by the Court - NO SET UP FEE
Pre-Trial Supervision	<p style="text-align: center;"><u>LEVEL ONE (\$40.00 per month)</u></p> <p style="text-align: center;">Defendants are required to <i>report to a PPS location once weekly</i>, submitting to a urinalysis, and breath test. Screens are included in the fee.</p> <p style="text-align: center;"><u>LEVEL TWO (\$10.00 per day)</u></p> <p style="text-align: center;">Defendants are monitored electronically using the PPS anklet monitor which enforces <i>house arrest and curfew</i> on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must <i>report weekly to a PPS office</i> location and submit to random urinalysis screenings (included in fee).</p> <p style="text-align: center;"><u>LEVEL THREE (\$11.00 per day)</u></p> <p style="text-align: center;">Defendants are monitored <i>24/7 by global positioning satellite (GPS)</i> with transdermal alcohol testing. PPS requires a <i>face to face visit with each defendant</i> at our office location twice monthly and can administer drug screens.</p>

Now What? Course (Cognitive Restructuring)	\$25.00 per session
Electronic Monitoring	Anklet Monitoring with Curfew Enforcement and Voice Verification (\$7.00 per day) Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day) Active GPS Monitoring with Exclusionary Zone and Trans-dermal Alcohol Testing (\$10.00 per day)
6 Panel "Field" Drug Screen	\$15.00
11 Substance Laboratory Drug Test	\$25.00
Pre-Sentence Investigation	No Cost
Community Service Work Coordination	No Cost
Community Service Liability Insurance	\$10.00 - regardless of hours ordered
Restitution Collection - Direct Disbursement to Victim	No Cost
Court On-Line Access to the PPSI Offender Management Computer Program	No Cost for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 nationwide locations, or via Interstate Compact
Domestic Violence Workshop	\$25.00 per session
Anger Control Workshop	\$25.00 per session
Youthful Offender Workshop	\$25.00 per session
Job Skills and Placement, Resume and Interview Skills Workshop	No Cost
Courageous Parenting	\$30.00 per session

B. The sentencing court may, at its discretion order that the cost of supervision fees be waived in cases involving indigent probationers and CONTRACTOR agrees to accept such cases.

PPS has always offered all of our services at no cost to offenders found to be indigent by our contracted courts.

C. The COUNTY assumes no liability to CONTRACTOR for its cost of supervision or any uncollected fees. In addition, the COUNTY does not assure a minimum or maximum number of cases that will be available or directed to CONTRACTOR.

PPS acknowledges and consents to this specification.



28. PROBATION ADVISORY BOARD

A. CONTRACTOR shall implement modifications to its procedures and records as may be requested by the PAB.

PPS shall comply with all PAB requests.

B. The COUNTY may desire to implement alternative programs or a combination of community service programs. It is anticipated that specifics for the program would be the result of a cooperative effort of PAB and CONTRACTOR.

PPS is excited about the opportunity to work with the PAB and its impressive membership of criminal justice and judiciary professionals. It is our hope that in doing so PPS may improve what we do and how we do it. Some PPS programs that are ongoing in addition to those already mentioned are briefly summarized below, and we look forward to developing additional programs with the PAB.

The “Now What” Cognitive Restructuring Course

A victim impact based program in which the offender confronts the victim of his/her criminal act and/or those negatively impacted by the offense. The participant then, with instructor assistance, creates and follows through on a systematic plan in which the offender makes restitution to THE VICTIM, THE COMMUNITY, and HIMSELF. Based on the programs originally developed by Judge Dennis Challeen of Minnesota and PPS's own William Dodd, this program ultimately expects the participant to become a NORP or Normal Ordinary Responsible Person, as a result.

Gang Deterrent/Youthful Offender Workshop

A five week class of ten 1.25 hour sessions covering the nature of addiction and affects of alcohol, as well as the following topics: What has my offense cost me and others?; Assertiveness training; How to say “no”; career counseling; goal setting; boundary setting; and relationship skills. The course emphasizes how gang involvement accelerates the deterioration of opportunities for young people with real life examples.

Courageous Parenting

This 3 hour workshop is designed to help parents face the challenges that come with being effective parents or guardians. Participants will be given proven tools for developing character in children, increasing motivation, using creative discipline to change destructive behavior, facing challenges in school, and communicating effectively.

Voice Verification Supervision

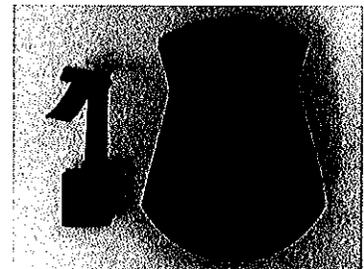
This supervision equips each offender with a pager. The defendant must call a reporting software program at randomly multiple times per day from a pre-approved phone number- typically the defendant's home or work. The system verifies the number requires the defendant answer a set of questions, and verifies the defendant's voice imprint. All answers and results are transmitted immediately to the PPS probation officer, and all violations are immediately addressed pursuant to SOP.

C. The COUNTY may desire to implement an electronic monitoring program during the course of this Contract. It is anticipated that specifics of the program would be the result of a cooperative effort of the PAB and CONTRACTOR.

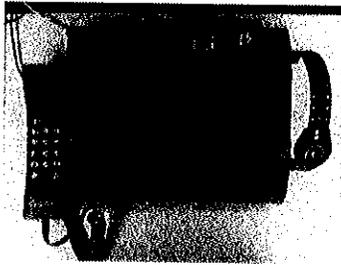
The PPS House Arrest Division looks forward to cooperating with the PAB to develop any electronic monitoring program deemed beneficial. A brief overview of some of our devices follows for the PAB's information.

Anklet Electronic Monitoring

PPS offers a standard house arrest/curfew monitor system that requires the defendant to wear an anklet monitored by an RF unit in the offender's home. The defendant is restricted to their residence by the unit which immediately notifies PPS in the event of the defendant leaving their home. The PPS House Arrest Program will maintain and provide accurate status reports, documenting reliably and continuously each offender's departure and return. The scheduling feature allows for the offender to attend work, church, school, or any other scheduled event. Schedule changes can be made upon request at any time upon verification of the need for the schedule change, and upon occasion, approval by the Court. All violations are immediately reported to the Court by way of a delinquency report and monitoring station printout.



Anklet Electronic Monitoring with Breath Alcohol Testing



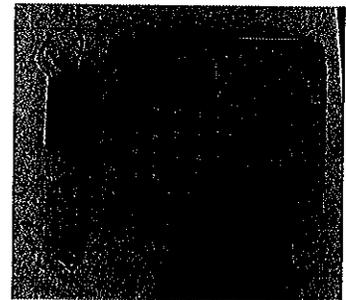
The standard monitor described above can be coupled with a voice verification device which during the voice recognition process, simultaneously takes a breath alcohol sample, and immediately reports the results to the PPS monitoring center.

The Voice Verification Monitoring System

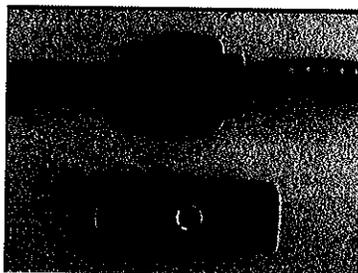
The VVM uses voice recognition and voice recording to eliminate false violations and increase system credibility. This system can also compliment ankle bracelets, provide for fast and easy enrollment, and is economical by not requiring any additional equipment. To utilize the VVM, defendants need only to have a touch-tone phone and are charged according to an as-need basis established by the probation department and the Judge. The PPS monitoring center averages ten calls per 24-hour period.

Domestic Violence Electronic Monitoring and Deterrence

PPS provides electronic monitoring of domestic violence offenders. This state of the art technology allows the victim to have a device in his/her home that will alert and automatically dial "911" if the offender comes within 250 feet of the victim's residence. Additionally, while the victim is away from home he/she carries a portable detection device, no larger than a key chain, which alerts if the offender is within 100 feet.



Global Positioning Satellite Monitoring with Alcohol Detection



PPS offers the very latest in GPS monitoring that is a 100% "Active" monitoring device. The probationer's movements are monitored 24 hours per day, seven days per week, and the activity is archived digitally and can be viewed in real time, not only by our monitoring center, but by our contracted court officials as well. The anklet worn with our GPS unit is tamper and water proof similar to our standard RF unit. PPS can even establish "exclusionary zones" and notify probationers if they approach such a zone as they are being monitored. PPS exclusively offers alcohol testing with its GPS monitor, testing for alcohol with a transdermal sensor located in the anklet itself.



29. REPORTING REQUIREMENTS

A. CONTRACTOR shall submit a quarterly report to the Chief Judge, Probation Advisory Board Chair, and supporting staff. The quarterly report shall contain the following information for the specific quarter being reported:

- i. caseload ratio as noted in Section 4.9 above
- ii. list of active employees by job title and years of experience (reporting on new hires and employees who have been terminated or have left)
- iii. active caseload by type of case and location summaries
- iv. community service hours ordered and satisfied
- v. restitution ordered and satisfied
- vi. restitution delivered within 14 days
- vii. unclaimed restitution
- viii. cases closed
- ix. type of termination
- x. violation cases past term
- xi. detailed report on court costs, fines and paid community service payments
- xii. community services hours worked or paid in lieu of hours worked

PPS shall comply with the above reporting requirements. PPS currently submits monthly a report as directed by the Court and Court Clerk, whose contents are approved by our Courts. As previously mentioned, PPS OTS can generate reports to suit any request or need for data, combining any data field maintained by the system; name, case #, financial data, start and termination dates, warrant status, offense, employees, community service progress etc., etc.,.

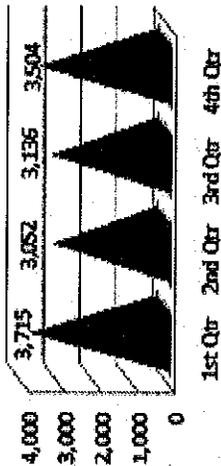
Also as previously mentioned, Palm Beach Court personnel, the PAB and other designated staff have 24/7, password protected online access to PPS OTS. Some sample reports follow:



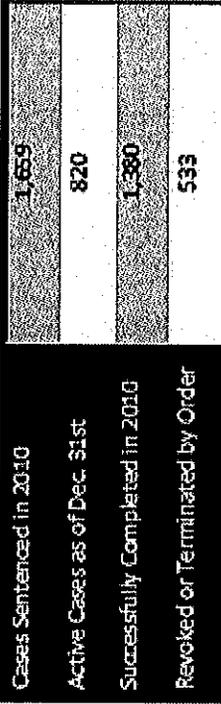
Professional Probation Services, Inc.

Annual Performance Summary – 2010 – Hernando County

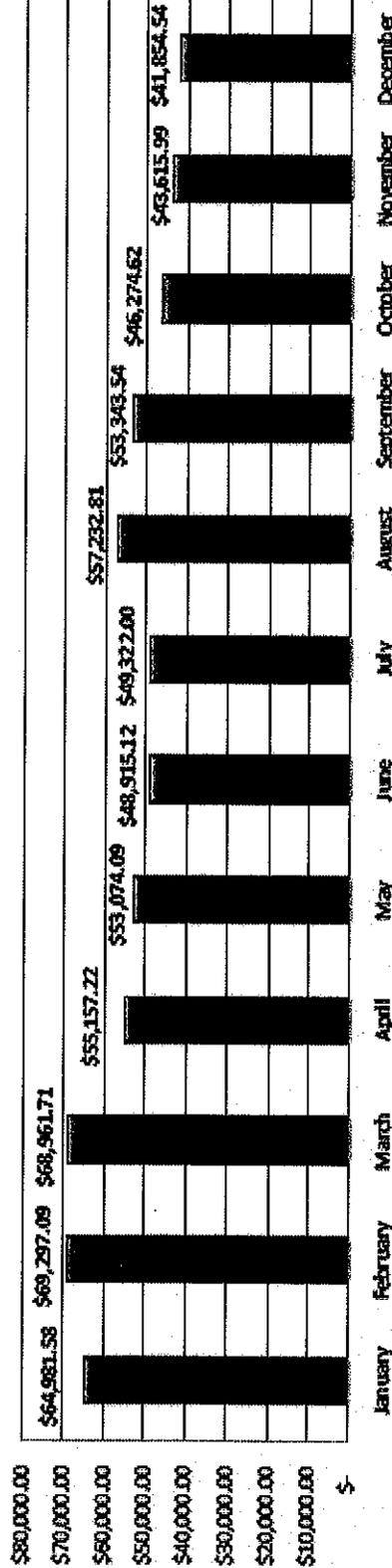
Community Service Work Hours Coordinated



2010 Caseload Activity



2010 Fine Collections = \$652,030.31



City of
Professional Probation Accounts Receivable
March 31, 2008

PPSI	WARLNAME	FINAME	IO	FINE	BEQUBAL	PPSREC	PPSADJ	HEWAMT	CITYADJ	ENOBAL
38150501001522	N	ABDUR-RAHIM	HAJ	465194652046521	2,008.50	204.50	41.00	0.00	0.00	183.50
38150501002370	N	ADAMS	DAJ	52889	1,337.00	1,117.00	0.00	0.00	0.00	1,117.00
38150501003026	Y	ADAMS	KEY	51307	3,342.00	3,342.00	0.00	0.00	0.00	3,342.00
38150501002708	N	ADAMS	LAF	53340	1,392.00	1,391.00	0.00	0.00	0.00	1,391.00
38150501002788	N	ADAMS	MVI	FTAS1989	275.00	205.00	0.00	205.00	0.00	0.00
38150501002794	N	ADAMS	MVI	51988	857.00	857.00	0.00	857.00	0.00	0.00
38150501001855	Y	AGYAPON	HAI	49374	837.00	789.00	0.00	0.00	0.00	789.00
38150501001855	Y	AGYAPON	HAI	49373	169.50	117.50	0.00	0.00	0.00	117.50
38150501002112	N	ALARA	JOJ	49271	707.00	707.00	0.00	0.00	0.00	707.00
38150501002112	N	ALARA	JOJ	FTA49270	659.00	168.00	1.00	0.00	0.00	167.00
38150501001478	Y	ALEEM	ANJ	010274	710.00	710.00	0.00	0.00	0.00	710.00
38150501001479	Y	ALEXANDER	JOJ	012635 942633	1,181.00	1,181.00	0.00	0.00	0.00	1,181.00
38150501002180	Y	ALEXANDER	MIC	FTA592920	650.00	567.00	0.00	0.00	0.00	567.00
38150501002180	Y	ALEXANDER	MIC	50929	567.00	567.00	0.00	0.00	0.00	567.00
38150501003916	Y	ALEXANDER	OSJ	53320	147.00	147.00	0.00	0.00	0.00	147.00
38150501003916	Y	ALEXANDER	OSJ	FTA53319	710.00	710.00	0.00	0.00	0.00	710.00
38150501003916	Y	ALEXANDER	OSJ	53319	742.00	742.00	0.00	0.00	0.00	742.00
38150501002366	N	ALI	HAJ	52880	872.00	699.00	101.00	0.00	0.00	499.00
38150501003284	Y	ALLEN	ALF	55132	842.00	842.00	0.00	0.00	0.00	842.00
38150501003927	Y	ALLEN	ALF	54320	1,097.00	1,097.00	0.00	0.00	0.00	1,097.00
38150501003927	Y	ALLEN	ALF	54319	1,392.00	1,392.00	0.00	0.00	0.00	1,392.00
38150501002708	N	ALLEN	DEF	52954	1,357.00	841.00	75.00	0.00	0.00	755.00
38150501003448	N	AMBARUS	HQJ	54343	742.00	562.00	75.00	0.00	0.00	286.00
38150501002907	Y	AMIN	RAJ	49328	742.00	687.00	0.00	0.00	0.00	687.00
38150501003215	N	AMMONS	BEJ	53503	1,392.00	1,392.00	0.00	0.00	0.00	0.00
38150501002718	N	ANDERSON	DEF	FTA51878	485.00	424.00	0.00	0.00	0.00	0.00
38150501002718	N	ANDERSON	DEF	51878	742.00	742.00	0.00	0.00	0.00	0.00
38150501002326	Y	ANDERSON	KYJ	49991	1,192.00	485.00	0.00	0.00	0.00	0.00
38150501002541	Y	ANDERSON	RIC	52477	3,342.00	3,260.00	0.00	0.00	0.00	0.00
38150501003384	N	ANDERSON	SHJ	FTA35953	260.00	0.00	0.00	0.00	260.00	0.00
38150501003384	N	ANDERSON	SHJ	35955	1,025.00	0.00	1.00	0.00	1,025.00	0.00
38150501003384	N	ANDERSON	SHJ	35953	125.00	0.00	0.00	0.00	125.00	0.00
38150501003384	N	ANDERSON	SHJ	35954	990.00	0.00	0.00	0.00	990.00	0.00
38150501002710	N	ANDERSON	TRJ	52902	742.00	742.00	1.00	0.00	0.00	0.00
38150501002316	N	ANTHONY	HAI	51807	742.00	435.00	0.00	0.00	0.00	0.00
38150501003131	N	ANTHONY	HAJ	FTA51855	200.00	197.00	1.00	0.00	0.00	0.00
38150501003131	N	ANTHONY	HAJ	53955	357.00	357.00	0.00	0.00	0.00	0.00
38150501002178	Y	ARANT	RAJ	49374	707.00	611.50	0.00	0.00	0.00	0.00
38150501002178	Y	ARANT	RAJ	49372	1,097.00	1,097.00	0.00	0.00	0.00	0.00

Page 1 of 28

COLLECTION ACTIVITY REPORT30 - COURT SERVICES

Report For: COURT SERVICES

Receiver: COURT SERVICES

Docket#	Name	Type	Obligation		Dispersals	
			Ordered	Balance	Previous	Current
200710212	AMEY, AI	FINE	760.00	676.00	.00	76.00
0710252	DELYVE,	FINE	676.00	523.00	76.00	78.00
0710253	BITHELL	FINE	2,050.00	1,642.00	324.00	64.00
0710298A	BLESSIT	FINE	975.00	779.00	98.00	98.00
0610129	BROCK,	FINE	675.00	234.00	270.00	183.00
0710227	BROUO-	FINE	1,075.00	646.00	919.00	116.00
0711250	BROWN,	FINE	1,330.00	306.00	928.00	116.00
200810078	CASH, LI	FINE	675.00	539.00	69.00	69.00
0710285B	FRANKL	FINE	1,570.00	1,308.00	120.00	130.00
0610076	HAMILT	FINE	1,175.00	949.00	118.00	113.00
0710209	ILLI, LA	FINE	1,875.00	1,499.00	189.00	189.00
08110092	KELLY, F	FINE	1,350.00	1,289.00	.00	81.00
200710310	LECHAS,	FINE	950.00	738.00	100.00	106.00
0710379	PESOTSI	FINE	676.00	520.00	44.00	111.00
0710157	PUCKET	FINE	675.00	.00	672.00	3.00
0710106	SULLIVA	FINE	1,825.00	153.00	1,481.00	241.00
0710228	WILSON,	FINE	675.00	525.00	75.00	76.00
Totals:			19,695.00	12,325.00	5,490.00	1,830.00

SURCHARGE BREAKDOWN - March 31, 2008

PAGE: 1

NAME	ID	TOTAL	POAB	POPIDF	POPTF	JAIL	CVEF	DRUG	LVAP	BSIF	CLAB	PIC	CCOST	JOSH	SURCHQ	OTHER	FINE
ABONCE, ISI	447912	71.00	.00	.00	3.57	50.38	.00	.00	17.05	.00	.00	.00	.00	.00	71.00	.00	.00
ADKINS, M#	438219	83.00	.00	.00	.00	18.25	.00	.00	14.46	.00	.00	.00	10.00	14.46	57.17	.00	28.83
AGUILAR-HERNANDEZ,	434095	44.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	44.00
AGUIRRE-NAVARRO,	420500	71.00	.00	28.00	43.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	71.00	.00	.00
ALEXANDER, J	450483	21.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	21.00
ALEXANDER, H	436648	72.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	72.00
ALLEN, DONALD O.	442108	59.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	59.00
ALLEN, KRISTI	448750	1.00	1.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1.00	.00	.00
ALVARADO-GUZMAN,	445845	88.00	5.00	8.00	8.00	8.00	.00	.00	4.00	.00	.00	.00	10.00	4.00	47.00	.00	41.00
ALVEAR, PARTOLOME	447368	88.00	5.00	10.00	10.00	10.00	.00	.00	5.00	.00	.00	.00	10.00	5.00	55.00	.00	31.00
ALVEAR-M,	444888	69.00	.00	.00	15.00	40.00	.00	.00	14.00	.00	.00	.00	.00	.00	69.00	.00	.00
AMAYA, J	446321	71.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	71.00
AMIN, MI	438430	64.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	10.00	16.33	26.33	.00	57.67
ANASTACIO,	427025	61.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	61.00
ANDERSON, TC	446830	108.00	.00	9.85	50.00	48.15	.00	.00	.00	.00	.00	.00	.00	.00	108.00	.00	.00
ANDRADE, *****	450487	100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	100.00

Professional Probation Services - OTSHP2510 - Ver 1.2 04/19/2008 4:19:30 PM

City of
Professional Probation Accounts Receivable
March 31, 2008

PPSI	WARLNAME	FNAME	ID	FINE	BEGINBAL	PPSREC	PPSADJ	NEWAMT	CITYADJ	ENDBAL
38150501001069	N	YOUNG	042847	775.00	265.00	0.00	0.00	0.00	0.00	265.00
38150501002699	Y	YOUNG	82092	1,132.00	771.00	0.00	0.00	0.00	0.00	771.00
TOTALS				760,522.57	32,722.50	33,909.75	58,981.50	0.00	752,651.82	

B. CONTRACTOR shall provide reports to the Chief Judge, Probation Advisory Board Chair, and supporting staff as required by Florida Statute Chapter 948.15 and all other reports as required in this Contract with the COUNTY.

PPS shall comply with this requirement in any format required. Below are samples of similar reports we submit to the 5th Judicial Circuit.



May 2, 2011

Honorable Daniel B. Merritt, Sr.
 Chief Judge, Fifth Judicial Circuit
 Hernando County Courthouse
 20 N. Main Street
 Brooksville, FL 34601

RE: Monthly Misdemeanor Probation Status Report

**PROBATION CASELOAD SUMMARY
 APRIL 2011**

1. Number of active cases, not including active warrants:	<u>754</u>
2. Number of new cases received this month:	<u>124</u>
3. Number of cases reinstated this month:	<u>3</u>
4. Number of probationers on mail-in status (living out of the county)	<u>51</u>
5. Number of cases transferred in:	<u>0</u>
6. Number of cases transferred out:	<u>0</u>
7. Number of cases successfully terminated this month:	<u>91</u>
8. Number of cases revoked this month:	<u>47</u>
9. Number of defendant's who have deceased this month:	<u>0</u>
10. Amount of Fines/Court Costs collected this month:	<u>\$42,447.96</u>
11. Amount of Restitution collected and paid to victims this month:	<u>\$2,080.51</u>
12. Number of probationers performing community service:	<u>434</u>
13. Number of community service hours verified this month	<u>1588</u>

Should you have any questions or which to discuss this report, please contact me at 352-798-8181.

Respectfully submitted,

Rebecca S. Black
 Office Manager



June 1, 2011

Honorable Daniel B. Merritt, Sr.
 Chief Judge, Fifth Judicial Circuit
 Hernando County Courthouse
 20 N. Main Street
 Brooksville, FL 34601

RE: Monthly Misdemeanor Probation Status Report

**PROBATION CASELOAD SUMMARY
 MAY 2011**

1. Number of active cases, not including active warrants:	<u>759</u>
2. Number of new cases received this month:	<u>125</u>
3. Number of cases reinstated this month:	<u>4</u>
4. Number of probationers on mail-in status (living out of the county)	<u>53</u>
5. Number of cases transferred in:	<u>0</u>
6. Number of cases transferred out:	<u>0</u>
7. Number of cases successfully terminated this month:	<u>58</u>
8. Number of cases revoked this month:	<u>31</u>
9. Number of defendant's who have deceased this month:	<u>0</u>
10. Amount of Fines/Court Costs collected this month:	<u>\$43,190.60</u>
11. Amount of Restitution collected and paid to victims this month:	<u>\$3,162.85</u>
12. Number of probationers performing community service:	<u>426</u>
13. Number of community service hours verified this month	<u>1588</u>

Should you have any questions or wish to discuss this report, please contact me at 352-798-8181.

Respectfully submitted,

Rebecca S. Black
 Office Manager

C. CONTRACTOR shall provide operational, revenue, and statistical reports as required by the County, Court, and Florida Statutes, and CONTRACTOR shall maintain individual case files and auditable financial records of all fines, restitution, and supervision fees received, expended and disbursed by CONTRACTOR.

As part of a publicly traded corporation, PPS maintains all of the above required information and records in auditable format.

D. CONTRACTOR shall contract with a licensed external independent Certified Public Accountant to complete an annual financial report audited and certified accurate, in accordance with generally accepted accounting principles. The scope of the financial audit will include both operations in Palm Beach County and any other entity or parts of the company that may reside outside of the County. The audit will review all data and reports maintained by the CONTRACTOR and certify them as accurate. The final report shall be provided to the Chief Judge and COUNTY within one hundred twenty (120) days following the close of the CONTRACTOR's fiscal year.

As part of a publically traded corporation, PPS is audited annually as specified above. PPS's fiscal year is the calendar year, and our audited annual report as required above for all operations is available prior to April 1, of each year. Copies shall be provided to the Chief Judge and County officials as required.

E. CONTRACTOR shall maintain a file containing information on all cases referred to the misdemeanor program. Records shall be maintained three (3) years past termination of the probation period. The information in the file shall include the name of the probationer, case number, charge(s), probation disposition, computer house arrest records, correspondence, payment records, and any known prior criminal record. CONTRACTOR shall also record and maintain statistical data concerning the number and types of cases being handled, terminated and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required to assist him in evaluating the effectiveness of CONTRACTOR's activities.

As previously mentioned the PPS OTS system records and tracks all of the above required information. PPS keeps OTS records indefinitely, and PPS keeps hard-copy originals in an offender file in a locked fire proof filing cabinet for five years. Because OTS is used daily by each probation officer to document offender contacts a thorough record of visits and other contacts is available for each case and like all data is viewable by the Court and PAB on-line at anytime.

F. After each meeting of its Board of Directors, CONTRACTOR shall provide minutes of that meeting to the PAB.

PPS shall comply with his requirement.



30. TRANSITION OF MISDEMEANOR PROBATION SERVICES

CONTRACTOR shall work with the current misdemeanor probation service provider for a sixty (60) day period to provide for the complete transition of services. During this period, both the CONTRACTOR and the current provider will work in a collaborative manner to ensure all past and current misdemeanor cases transition between CONTRACTOR and current provider. Priority will be to ensure current probationers are aware of the changes and any new direction they need to make for the CONTRACTOR.

PPS has exhaustive experience in assuming caseloads from both private competitors and government systems ranging in size of 40 active cases to more than 14,000. We look forward to a professional working relationship with the current provider in affecting a smooth transition. PPS will implement the necessary staff as outlined in our transition plan, along with our ability to use technology in the retrieval of data from the current provider's, and county court clerk's systems to allow for a smooth transition.



**31. DRUG FREE
WORKPLACE
CERTIFICATION**

APPENDIX D
DRUG-FREE WORKPLACE CERTIFICATION
RFS NO.800108/LJ

IDENTICAL TIE SUBMITTALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their submittals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie submittals are received from vendors who have not submitted with their submittals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie submittals.

This Drug-Free Workplace Certification form must be executed and returned with the attached submittal, and received on or before time of submittal opening to be considered. The failure to execute and/or return this certification shall not cause any submittal to be deemed non-responsive.

Whenever two (2) or more submittals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by John C. Cox the
(Individual's Name)

CEO of Professional Probation Services, Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature [Handwritten Signature] Date 12-9-2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: RES NO 900108/LJ PROJECT NAME: Misdemeanor Probation Services
TO: Professional Probation Services, Inc
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise
Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: May 24, 2011

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
6 VOICE & DATA CABLES			
6 LOCATIONS to be determined by customer (Cables no longer than 150 feet)			
terminated on low block in communication closet			
\$5 for phones \$1 per fax			
Total per Location			\$1,591.00
(Subcontractor's quote)			

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Professional Probation Services, Inc.
Print name of Prime Contractor

By: [Signature]
Signature

John C. Cox, CEO
Print name/title of person executing on behalf
Prime Contractor

Quality Telephone Services Inc
Print name of SBE-M/WBE Subcontractor

By: [Signature]
Signature

Joanne B. Proton owner
Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE-certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: RES NO. 800108/11 PROJECT NAME: Misdemeanor Probation Services
TO: Professional Probation Services, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: 12/09/10

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1 (5) Phone Lines	5	\$112.00	\$560.00
2 (1) Fax Line	1	\$142.00	\$142.00

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage \$702.00 Universal Cabling Systems, Inc.
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Professional Probation Services, Inc.
Print name of Prime Contractor
By: [Signature]
Signature
John C. Cox, CEO
Print name/title of person executing on behalf
Prime Contractor

Universal Cabling Systems, Inc.
Print name of SBE-M/WBE Subcontractor
By: [Signature]
Signature
Mark Yanson / President
Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: RFS NO. 200108/LJ PROJECT NAME: Misdemeanor Probation Services
TO: Professional Probation Services, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise
Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>3 OFFICES, 2500 square feet each</u>	<u>3</u>	<u>\$45⁰⁰</u>	<u>\$135⁰⁰ mo.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Professional Probation Services, Inc.
Print name of Prime Contractor
By: [Signature]
Signature
John C. Cox, CEO
Print name/title of person executing on behalf
Prime Contractor

EXTREME PEST CONTROL, INC.
Print name of SBE-M/WBE Subcontractor
By: [Signature]
Signature
DAVIE R. TAYLOR
Print name/title of person executing on behalf
of SBE/M/WBE Subcontractor

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: RFS NO. P00108/LJ PROJECT NAME: Misdemeanor Probation Services
TO: Professional Probation Services, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise
Black _____ Hispanic _____ Women Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>Complete Office Furniture</u>	<u>17</u>	<u>947.58</u>	<u>16,108.86</u>
<u>Complete Office Supplies</u>	<u>17</u>	<u>38.78</u>	<u>659.24</u>
<u>Lobby Chairs</u>	<u>36</u>	<u>23.85</u>	<u>858.51</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Professional Probation Services, Inc.
Print name of Prime Contractor

By: [Signature]
Signature

John C. Cox, CEO
Print name/title of person executing on behalf
Prime Contractor

KATHY B. CROSS
Print name of SBE-M/WBE Subcontractor

By: [Signature]
Signature

Print name/title of person executing on behalf
of SBE/M/WBE Subcontractor



State of Florida
*Minority, Women &
 Service-Disabled Veteran*
 Business Certification

Everglades Trading

Is certified under the provisions of
 287 and 295.187, Florida Statutes for a period from:

08/09/2011 to 08/09/2013

John P Miles, Secretary

Florida Department of Management Services
 Office of Supplier Diversity

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: RES NO. P00108/LJ PROJECT NAME: Misdemeanor Probation Services

TO: Professional Probation Services, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: 3-3-2011

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>visits V101WRLS-KT4</u>	<u>3</u>	<u>298.50</u>	<u>895.50</u>
<u>labor</u>	<u>3</u>	<u>200.00</u>	<u>600.00</u>
<u>Maintaining ongoing billed quarterly</u>	<u>3</u>	<u>17.95/mo</u>	<u>53.85 /mo Fee # 3</u>

at the following price or percentage 1657.05 Quote per provided by client for monitoring
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage 1 _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Professional Probation Services, Inc.
Print name of Prime Contractor

Five And Security Solutions Inc.
Print name of SBE-M/WBE Subcontractor

By: [Signature]
Signature

By: [Signature]
Signature

John C. Cox, CEO
Print name/title of person executing on behalf
Prime Contractor

[Signature]
Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: RFS NO. 900108/LJ PROJECT NAME: Misdemeanor Probation Services

TO: Professional Probation Services, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: March 8, 2010 to March 7, 2013

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>PROVIDE JANITORIAL SERVICES TO THE ABOVE RFS. FOR 3 OFFICES, 2 TIMES A WEEK, & QUARTERLY DEEP CLEANING TO THESE OFFICES</u>	<u>3</u>	<u>325.00</u>	<u>975.00 / MONTH</u>

at the following price or percentage
NINE HUNDRED & SEVENTY-FIVE DOLLARS PER MONTH
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage \$ 975.00 / month SUPERIOR SERVICE MANAGEMENT, INC.
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Professional Probation Services, Inc.
Print name of Prime Contractor

By: [Signature]
Signature

John C. Cox, CEO
Print name/title of person executing on behalf
Prime Contractor

SUPERIOR SERVICE MANAGEMENT, INC.
Print name of SBE-M/WBE Subcontractor

By: [Signature]
Signature

PAT HOPKINSON - PRESIDENT
Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor

Date: DECEMBER 07, 2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: RES NO. 900108/LJ PROJECT NAME: Misdemeanor Probation Services
TO: Professional Probation Services, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: copy attached

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>English Postcard - 250 x 3 1/4 in</u>	<u>750</u>	<u>.084</u>	<u>63.00</u>
<u>Spanish Postcard - " " "</u>	<u>750</u>	<u>.084</u>	<u>63.00</u>
<u>Sentence Sheet 3 part - 500 x 3 1/4 in</u>	<u>1500</u>	<u>.1925</u>	<u>288.80</u>
<u>Business Cards - 17 sets of 500 each</u>	<u>8500</u>	<u>24.60 pset</u>	<u>418.50</u>
_____	_____	_____	_____
_____	_____	_____	_____

200.00 x 12
= 2400.00
+ 418.50
2818.50
126
4000.10

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Professional Probation Services, Inc.
Print name of Prime Contractor

By: [Signature]
Signature

John C. Cox, CEO
Print name/title of person executing on behalf
Prime Contractor

[Signature]
Print name of SBE-M/WBE Subcontractor

By: DALE FITZGERALD
Signature

Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor

**PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE**

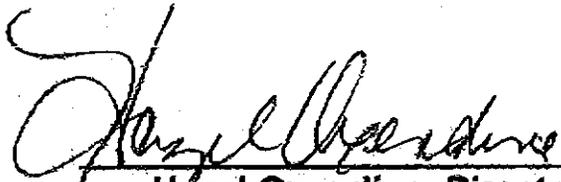
CERTIFIES THAT

**MIDDS, INC. D/B/A BANYAN PRINTING
VENDOR # VC0000106447**

is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from October 8, 2009 to October 7, 2012.

The following Services and/or Products are covered under this certification:

Printing and Related Services



Hazel Oxendine, Director

10/8/2009



Palm Beach County Board of County Commissioners

Jeff Koornis, Chairperson
Burt Aaronson, Vice Chair
Karen T. Marcus
Shelley Vana
Steven L. Abruzzo
Jess R. Santomaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker